

amdocs

EMPLOYMENT AGREEMENT



Dear **Amol**,

Congratulations on your offer and welcome to Amdocs!

We are very excited to have you on board.

You will be joining an organization that continuously reinvents itself, creating a culture of innovation, and thus you will have many opportunities to grow and develop.

We are hopeful you will find your time with us to be challenging and fulfilling!

Please feel free to reach out to us with any questions.

WHAT DOES THIS KIT INCLUDE?

In the following you will find an overview of your employment terms:

- Employment Terms; Compensation; Benefits
- Working Hours
- Employee Undertakings
- End of Employment
- Miscellaneous and Additional Conditions
- Exhibit A – Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement



Date: November 30, 2021
Mr. Amol Mohan Shinde
Pune



Employment Agreement

We are pleased to confirm your employment with **Amdocs Development Centre India LLP**. ("Amdocs") under the terms and conditions provided herein, effective as of **December 13, 2021** ("Start Date").

1. Employment Terms; Compensation; Benefits

(a)	Position 	Software Engineering Associate
(b)	Location 	Amdocs offices in Pune , India. <ul style="list-style-type: none"> Domestic and international travel may be required, in accordance with Amdocs' business needs. Work location may be changed to facilitate Amdocs' business needs.
(c)	Annual Total Remuneration (on a Cost to Company basis) gross 	INR 400,000.00 (Four Lakh Rupees Only) gross, divided into the following annual components: <ol style="list-style-type: none"> Basic salary - INR 180000.00 House Rent Allowance - INR 180000.00 Provident Fund (employer contribution) - INR 21600.00 Leave Travel Allowance - INR 18400.00 <ul style="list-style-type: none"> Payable on a monthly basis, in accordance with Amdocs' payroll practices. Annual discretionary salary review, as of July 2022 and each year thereafter.
(d)	Statutory Bonus 	Eligibility and payment subject to The Payment of Bonus Act, 1965, if applicable.
(e)	Gratuity 	Eligibility and payment subject to The Payment of Gratuity Act, 1972, upon end of employment after completion of at least five years of continuous employment.
(f) \	Annual Bonus 	<ul style="list-style-type: none"> Eligibility for an annual bonus, subject to: (i) the terms and conditions of the applicable [Annual Incentive Plan (AIP)] OR [India Discretionary Bonus Plan (IDB)]; (ii) your and Amdocs' performance; and (iii) you being employed by Amdocs for at least six months prior to payment of the bonus. Payment of such annual bonus (if any) shall be in [January][November], and the amount thereof will be determined by Amdocs, in its sole discretion.
(g)	Annual Vacation 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law. You shall also be entitled to additional absence days and holidays, in accordance with Amdocs policy and applicable law.
(h)	Annual Sick Leave 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law.



(i)	Maternity Benefits 	Shall be provided subject to the Maternity Benefit Act, 1961 and Amdocs policies.
(j)	Benefits Plans 	Entitlement to insurance schemes, if and as applicable under Amdocs' policy and subject to applicable terms of insurance policies and Amdocs policies.

Any payments and benefits herein are (i) gross amounts, and subject to applicable taxes and withholdings; (ii) subject to applicable Amdocs' policies, procedures and practices, as may be amended from time to time.

2. Working Hours

Working hours are generally 9 hours a day, 5 days a week. Your position may require that you work additional hours including night hours, as may be necessary for effective performance of your duties. It is acknowledged and agreed that part of the remuneration paid to you is in consideration for your agreement to these terms, and you shall not be entitled to receive additional remuneration for work performed during such hours.

3. Employee Undertakings

- (a) Performance and Duties. You shall diligently, skillfully and faithfully perform your position with Amdocs. You shall devote your full time and attention to the performance of all duties consistent with your position, and such other duties, as may be assigned to you from time to time, according to Amdocs' business needs. Amdocs may vary your position in accordance with its organizational needs, and may transfer or assign you to any affiliates, departments or subsidiaries of Amdocs, in any other location in India, or to any third parties. Such assignment will be subject to Amdocs policies, as in effect at such time.
- (b) Restrictive covenants. As a condition to your employment, you shall execute and comply with the terms of the Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement, attached as Exhibit A. The provisions of such undertaking shall survive the termination of this agreement for any reason.
- (c) Amdocs Policies. You shall abide by Amdocs global and local policies, as in effect from time to time, including Amdocs Code of Ethics and Business Conduct, Data Privacy Policy and Information Security policies. You further acknowledge that it is Amdocs' policy to provide an environment that is free of unlawful harassment and discrimination of any kind. As such, you shall not engage in any such unlawful behavior, and shall notify Amdocs of any facts that constitute such unlawful behavior.
- (d) Data Protection. You confirm that you have read and understood Amdocs' Data Protection Policy, a copy of which is available on Amdocs portal. By signing this agreement you expressly consent to the fact that Amdocs (and as required, any of its affiliated entities or their duly authorized agents and employees) may hold and process, both electronically and manually, the data (including personal sensitive data and information contained in e-mail and attachments to email) they collect, store and/or process which relates to you for the purpose of the administration of their employees and business and compliance with applicable laws, procedures and regulations. You understand that it may also be necessary, and expressly agree that Amdocs and/or any of its affiliated entities will share personal data to competent authorities (including tax authorities), third party service providers, future employers and potential buyers of Amdocs or businesses, accounting, auditors, lawyers and other external advisors or vendors, whether they are located in your country of employment or in other countries, to other offices it may have or to another affiliated entity outside your country of employment where such a company has offices for storage and processing.
- (e) Additional Engagement. You shall not engage in any other employment or business activities in any capacity (with or without compensation), unless you receive applicable approvals according to Amdocs Code of Ethics and Business Conduct, and subject to the terms of such approvals.
- (f) Representations. You shall not make any representations or undertake commitments on behalf of Amdocs, except as expressly authorized to do so.
- (g) Non-Disparagement. During and after the term of your employment, you will not make any false, defamatory or disparaging statements about Amdocs, its employees, officers or directors.





- (h) No Restrictions. You acknowledge that (i) there are no undertakings preventing or restricting you from entering into this agreement and performing your duties and obligations hereunder; and (ii) you are not violating any right of former employers, or in breach of any of your obligations towards former employers.
- (i) Supporting Documents. You undertake to submit the following documents to Amdocs along with the acceptance of this agreement: (i) Four passport size photographs; (ii) Copy of Passport; (iii) Copy of PAN Card (if applicable); (iv) Copy of Aadhaar Card; (v) Copies of education qualifications certificates; (vi) Copies of previous employers' relieving letter and experience letter.
- (j) Confidentiality of this Agreement. You shall treat this agreement as strictly confidential and not disclose its content to any person without Amdocs' prior written approval.

4. End of Employment

- (a) The first **one year** of your employment are considered a probation period. Amdocs reserves the right to extend your probation period beyond this initial term. During the probation period, Amdocs may terminate your employment upon **30 days'** prior notice.
- (b) Each party may terminate this agreement at any time by giving the other party a **90 days'** prior written notice. During the notice period, you shall continue to perform your position and attend work, and perform any additional handover and other duties, as instructed.
- (c) If you resign and wish to leave your employment prior to the completion of your notice period, you must ask for Amdocs' approval, considering it may negatively impact Amdocs' work continuity and/or cause damage to Amdocs and/r its customer relationships. If you leave early without seeking such approval, or despite the fact that an approval was not granted, you shall reimburse to Amdocs an amount equivalent to your salary for the unexpired portion of the notice period, and by signing herein you irrevocably authorize Amdocs to offset or deduct such amount against any amounts owed to you by Amdocs.
- (d) Amdocs reserves the right to (i) terminate your employment by paying you the equivalent of all or part of the prior notice period in lieu thereof; or (ii) instruct you not to attend work during the prior notice period or any part thereof.
- (e) Notwithstanding the above, Amdocs may terminate your employment with immediate effect, without notice or salary in lieu thereof, for any misconduct in your part, including but not limited to the following:
 - i. Disloyalty, dishonesty, misrepresentation or breach of integrity;
 - ii. Embezzlement, misappropriation, misuse or causing damage to Amdocs property;
 - iii. Indiscipline, disobedience, irregular attendance, absconding;
 - iv. Negligence of duty;
 - v. Breach of confidentiality;
 - vi. Conviction of criminal offence;
 - vii. Any act constituting misconduct per Amdocs policies, including the Code of Ethics and Business Conduct, and any other act upon which dismissal due to misconduct may be justified.
- (f) Amdocs may suspend your employment at any point, including while investigating an alleged misconduct.
- (g) Upon termination of your employment for any reason whatsoever, or at Amdocs' request, you shall immediately return to Amdocs any documents, materials, credit cards, equipment, laptop, computer hardware and software, keys, access codes, access badges, and any other Amdocs' property or its clients' which may be in your possession, including any Confidential Information (as defined in [Exhibit A](#)).
- (h) Acknowledging that Amdocs covers the relocation costs of you and your immediate family, in the event you resign, or your employment is terminated due to your misconduct, prior to the end of one year of employment as of your Start Date, you shall reimburse Amdocs for the proportional amount of the



relocation costs. Further, Amdocs may offset such amount against any amounts due to you upon termination of your employment.

- (i) You will automatically retire from Amdocs upon reaching the age of **60 (sixty)** years. An extension may be given at Amdocs' discretion.

5. Miscellaneous and Additional Conditions

- (a) Work Permit. Your employment with Amdocs is conditioned upon (i) you being granted or are already holding applicable work permit/visa, and (ii) such work permit / visa remaining valid throughout the Term. In the event such work permit/visa is expired, your employment shall automatically terminate effective such expiration. You are required to immediately inform Amdocs upon any change/anticipated change in your work permit/visa. You agree to coordinate with Amdocs before approaching or providing information to any governmental immigration authority in connection with your employment with Amdocs. You shall be solely responsible for all work permits/visa and any immigration related compliance, for you and your family members (if relevant) and hereby guarantee that you and your family shall immediately leave India prior to the expiry of your permits/visas.
- (b) Monitoring. To ensure regulatory compliance and for the protection of its employees, customers and business, Amdocs reserves the right to monitor, intercept, review and access your telephone log, internet usage, voicemail, e-mail, and other communication facilities provided by Amdocs, which you may use during your employment. Amdocs shall use this right of access reasonably, and in accordance with applicable laws; as such, all communications and activities on Amdocs equipment or premises cannot be presumed private.
- (c) Background Checks. Your employment is conditioned upon receipt by Amdocs of satisfactory references, applicable background checks and information and documents provided by you to Amdocs. Amdocs reserves the right to retract or terminate your employment even after its commencement, in the event that your references or background checks do not prove to be satisfactory, or if it is discovered that the information you provided to Amdocs was false or inaccurate.
- (d) Entire Agreement. The terms and conditions of your employment as provided herein supersede all prior written or verbal agreements or understandings between you and Amdocs. No provision of this agreement may be modified, unless agreed in writing by both parties. This agreement is an individual employment agreement, and no collective bargaining agreement shall apply with respect to the relationship between the parties.
- (e) Offset. Amdocs reserves the right to offset any amount you owe Amdocs against any amounts owed to you by Amdocs. Upon termination of your employment, all such amounts shall be due immediately. Your signature herein is an irrevocably authorization for such offset.
- (f) Severability. If any of the restrictions or obligations herein are deemed by a court of competent jurisdiction to be invalid or unenforceable, then the scope of such restriction or obligation shall be limited to the maximum limit permitted by law, and such restrictions or obligations shall be severable, and shall not affect the validity or enforceability of other terms and conditions entered into.
- (g) Governing Law and Jurisdiction. This agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of **Pune**. You and Amdocs hereby irrevocably submit to the exclusive jurisdiction of the competent courts in **Pune** and waive any objection to such proceedings on grounds of venue or inconvenient forum.



Please indicate your acceptance of this offer by signing below and returning the original letter to the HR Department within 15 days of the date of this offer. If you will not do so within the prescribed time, this offer shall be withdrawn.

If you have any questions or would like to discuss the terms and conditions of this offer, please feel free to get in touch with **Karnika Agarwal**.

We take this opportunity to wish you success during your employment with Amdocs.

Sincerely,

E-LOCK EVALUATION SIGNATURE

Signer: VIKRAM VISHWAS JOGLEKAR

Authorized Signatory
Amdocs Development Centre India LLP.

Date: 11/30/2021

I, the undersigned, **Amol Mohan Shinde**, acknowledge that I have been provided with a copy of this agreement before signing it, and have been allowed sufficient time to review it and seek clarifications. I have read this agreement carefully and confirm my understating of, and my full compliance with, its terms. I confirm that I was not subject to duress or undue influence of any kind, while executing this agreement. I confirm that I voluntarily, and on my own free will, accept the terms of this agreement and commit to comply with them.

Signature

Date





Exhibit A

Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement

This Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement ("Agreement") is entered into between **Amdocs Development Centre India LLP**. ("Amdocs"), and you, as a condition to your employment with Amdocs, and shall come into effect as of your start date. For purposes of this Agreement, the term Amdocs shall also include its subsidiaries, affiliates, successors and assigns (as in effect from time to time).

1. Consideration

Amdocs and you wish to protect Amdocs' property, confidential information, customers, and employees. Accordingly, Amdocs requests that you agree to certain promises specified herein. In this respect, you acknowledge and agree that in addition to the above, the compensation and benefits provided to you by Amdocs as well as any equity compensation that may be provided to you and/or any special consideration that may be provided, constitute full and adequate consideration also in connection with your undertakings under this Agreement.

2. Non-Disclosure of Confidential Information

You are employed under a relationship of trust and confidence, and in the course of your employment with Amdocs, you will have access to, come into possession of, become familiar with, or participate in the development or marketing of -- Amdocs' products or certain inventions, trade secrets and other confidential information, that are valuable and unique, and constitute proprietary assets of Amdocs. Among these trade secrets and confidential information are Amdocs' proprietary technology and know-how; computer files; programs and software; marketing and sales plans; strategies and plans; research processes; customer lists and customer information; financial information and plans; data; pricing; business plans and processes; knowledge of business relationships; personnel-related information (including compensation); lines of business; markets; profitability and other information belonging to Amdocs, its subsidiaries, affiliates, employees, customers, and any other third party -- whether in writing, verbal, digital format or otherwise (collectively, "Confidential Information"). All Confidential Information and any rights therewith shall be the sole and exclusive property of Amdocs.

Accordingly, you expressly promise that you will not at any time during your employment with Amdocs and after termination thereof for any reason, disclose, use or make public (directly or indirectly), any Confidential Information or any part thereof to any person or entity, for any reason or purpose whatsoever, except as may otherwise be required by applicable law and notified to Amdocs prior to the disclosure; or in case you can provide evidence this information is already in the public domain through no fault of your own. You also promise that you will use all means available to prevent any disclosure of Confidential Information by any other person, and will ensure that any Confidential Information is safely and securely stored. Finally, you specifically acknowledge that this provision shall also apply to confidential and proprietary information of Amdocs' customers and other third parties.

3. Intellectual Property Rights

At any time during your employment with Amdocs, you hereby irrevocably, absolutely and perpetually assign and shall assign to Amdocs all rights, titles and interests in all Inventions (defined below), copyrights, trademarks or any other intellectual property rights (collectively, "Intellectual Property Rights"). You hereby waive any right or claim for ownership in relation to any Invention, and any right or claim to receive any monetary consideration or any other consideration with respect to any Inventions, other than compensation and benefits provided to you under your employment with Amdocs. Without limitation of the foregoing, you irrevocably confirm that the consideration set forth in the employment agreement is in lieu of any rights for compensation that may arise in connection with the Intellectual Property Rights under applicable law and waive any right to claim royalties or any other consideration with respect to any such right. The term "Inventions" means and includes, improvements, discoveries, concepts and ideas, whether patentable or not, including but not limited to, processes, methods, formulas, know - how, data, and techniques, which



you may have made, discovered, conceived, or assisted in making, discovering or conceiving, whether alone or jointly with others, and all works of authorship, during your employment with Amdocs.

You hereby agree that any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Amdocs does not exercise the rights under the assignment within a period of one year from the date of assignment.

You shall keep Amdocs promptly informed in writing of any and all such Intellectual Property Rights, and provide Amdocs with all copies and records thereof. You agree and undertake that all Intellectual Property Rights (including its copies and records or any part thereof) will be the sole and exclusive property of Amdocs. Furthermore, you shall not incorporate any data, improvement, knowledge, development, discovery, or other proprietary information owned in whole or in part by any third party into any Invention, without prior written consent of Amdocs.

You hereby agree to assist Amdocs or its nominees, at Amdocs' expense, to obtain protection for such Intellectual Property Rights in any country throughout the world by giving testimony, signing documents, providing information, attending proceedings and performing such other acts, as Amdocs may reasonably request, at all times during your employment with Amdocs and thereafter.

4. Non-Competition

Due to the competitive nature of Amdocs' business, and your position and responsibilities within Amdocs, you agree that for the duration of your employment with Amdocs and for a period of six months after termination of your employment for any reason, you will not, without Amdocs' written consent:

- (a) Work for, be engaged by, or be employed by any person, company, trust or other entity who is or was a customer of Amdocs, any competitor of Amdocs, or any company affiliated with any such customer or competitor, in a capacity where you provide service, advice or assistance, in competition with Amdocs, in a similar domain or line of business with which you ever worked while employed by Amdocs; and/or
- (b) Own, manage, operate, control, be employed by, participate in, advise, finance, or otherwise be engaged (directly or indirectly), in any Amdocs Business Activities; PROVIDED Amdocs Business Activities are similar to those services which you provided during your employment with Amdocs. "Amdocs Business Activities" means any line of business or industry segment engaged in by Amdocs, including but not limited to: Business Support System (BSS); Digital (including Customer Relationship Management (CRM), Digital Channels, Ecommerce, and Order Management); Open Network (including, Operation Support Systems (OSS) and Network Function Virtualization (NFV)); and customer care and billing systems for telecommunications companies.

5. Non-Solicitation

For the duration of your employment with Amdocs and for a period of six months after termination of your employment for any reason, you will not (directly or indirectly), either on your own account or in the service of others, in any way:

- (a) Solicit, entice away, or endeavor or attempt to induce, solicit or entice away, interfere with the relationship, or sell products or provide services of a kind or nature sold or provided by Amdocs during your employment with Amdocs to, any Customer (defined below), or affiliated party of such Customer – in any location. "Customer" means any person or entity that you or any of your subordinates sold products or provided services or actively solicited to sell products or provide services during the twelve (12) month period prior to your termination from Amdocs; and/or
- (b) Solicit, recruit, entice away, or endeavor or attempt to induce, solicit, recruit, or entice away, or hire or engage with, in any capacity whatsoever, any employee, consultant, officer, agent, subcontractor or service provider of Amdocs, that is employed or engaged by Amdocs on the date of your termination - to convince any of them to terminate or limit their relationship with Amdocs.



6. Acknowledgments

You acknowledge and agree that (i) in consideration of this Agreement, during your employment with Amdocs, you will become familiar with a range of Confidential Information and relationships, and (ii) your employment is of a particular and special value to Amdocs. Accordingly, you acknowledge that Amdocs may suffer extensive loss or damage, and would be irreparably harmed and impaired, if you breach (directly or indirectly) any of the restrictive covenants under this Agreement for which Amdocs would have no adequate remedy at law. You therefore acknowledge that the foregoing restrictions on your future employment and business activities are fair and reasonable, and are necessary to protect Amdocs' legitimate business interests. You also specifically acknowledge that the foregoing geographic and temporal restrictions on competition are fair and reasonable, given the nature and geographic scope of Amdocs' operations and Amdocs Business Activities.

7. Successors; Assignment

This Agreement and all rights of Amdocs hereunder shall inure to the benefit of, and be enforceable by, Amdocs and its successors and assigns, and shall be assignable, in whole or in part, by Amdocs in its sole discretion.

8. Modification; Entire Agreement

- (a) No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the parties hereto. No waiver by any party of any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions. Your obligations hereunder are not cancelled or limited by (and remain enforceable notwithstanding) any change in position, compensation, location, business performance or other terms of employment.
- (b) This Agreement constitutes the full and entire understandings and agreements between the parties with regard to the subject matter hereof, and is an integral and essential part of your employment with Amdocs.
- (c) You will not, in connection with your employment (and are instructed not to) use or disclose any information that then constituted a trade secret of a prior employer or a third party or keep or retain any document containing of the same.

9. Rights and Remedies Upon Breach by Employee

If you breach, or threaten to commit a breach of, any of the provisions under this Agreement, Amdocs shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

- (a) Specific Performance. Amdocs shall have the right and remedy to have each and every one of the restrictive covenants in this Agreement specifically enforced, including by way of injunctive or other equitable relief.
- (b) Indemnification. In the event you breach any provision of paragraphs 2-5 of this Agreement, you agree to indemnify and hold Amdocs harmless from and against any and all damages, losses or expenses, including attorneys' fees, relating to any breach or threatened breach of this Agreement by you.
- (c) Severability. You further acknowledge and agree that the restrictive covenants in this Agreement are reasonable and valid in geographic and temporal scope and in all other respects. If, however, any court subsequently determines that any of the restrictive covenants, other clauses of this Agreement or any part thereof, is invalid or unenforceable in any respect or to any extent, such restrictive covenant shall not be void but instead automatically shall be amended to such lesser degree, time, respect, or extent as will grant Amdocs the maximum restriction on your activities permitted by applicable law in such circumstances.



10. Governing Law; Jurisdiction

This Agreement is accepted and entered into in India, and the validity, interpretation, construction and performance of this Agreement shall be governed by, and interpreted according to, the laws of India, without regard to the principles of conflicts of laws thereof or any decision, rule or principle that would result in the application of the laws of another country. It is irrevocably agreed that the courts located in **Pune**, shall be the exclusive forum and jurisdiction to hear, litigate or settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (or to enforce any term of this Agreement).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Amdocs Development Centre India LLP.

Mr. Amol Mohan Shinde

E-LOCK EVALUATION SIGNATURE

Signer: VIKRAM VISHWAS JOGLEKAR

Talent Acquisition Manager

Signature



Date: 7th September 2021

Subject: Appointment Letter

Dear Shweta Vinayak Rao Mane,

I am pleased to inform you that you have been appointed for the role of **HMI Engineer**. This is an official letter confirming your employment with **Virtuoso Projects and Engineers Pvt. Ltd** starting on **26th July 2021**.

Your employment is subject to the terms and conditions detailed in the offer letter shared with you individually.

Please sign and return this letter no later than 15th September 2021 to signal your acceptance of this offer and all its terms.

Congratulations and welcome to Virtuoso!!

Sincerely,

Aishwarya Desai
HR Generalist
Virtuoso Projects and Engineers Pvt. Ltd

Date : 25-02-2022

Letter of Intent ("LOI")

Dear Rakesh Kumar Aglave,

With reference to your application and subsequent discussions we had with you. We are pleased to inform that your candidature have been shortlisted for appointment as "Trainee" with Atos Global IT Solutions and Services Private Limited (referred as "Atos or Company").

Subject to completion of election and documentation process, detailed Offer letter will be issued to you, which will contain the following details:

- Date of Joining;
- Joining & Training location;
- Other terms and condition.

The location of your initial reporting, training and the date of your joining would be communicated to you in due course of time post successful completion of your final semester degree/diploma examination/ Documentation Process.

The date of joining and the location of posting will be based on business requirements.

Atos solely reserves the right to make any changes to the date of joining and the location of posting.

Upon joining Atos,

1. You are expected to enter into an employment agreement with the Company which shall contain details including the scope, terms and conditions of your employment and various obligations with the Company.
2. You will be on probation for a period as determined by the Company from your date of joining and subject to satisfactory performance your employment will be confirmed at the end of probation or such other extended period as the Company deems fit.
3. You may be required to undergo various training for a duration which will be purely based on business requirements. During the training period, your performance will be evaluated periodically.

Atos plans to invest in debut trainings and certifications to impart appropriate skills for the required services. Therefore, all "Trainee" (debut) are required to complete the training period and expected to remain in the service with Atos for a minimum period of 24 months from the date of joining. Failing to which, debut unconditionally needs to pay/reimburse the cost of training to Atos which will extend up to maximum of Rs.75,000/- (Seventy Five Thousand Rupees only).

Your selection and further procedure ahead is subject to your being found medically fit, you completing your academic course with the specified eligibility criteria as informed to you during selection process, and completing all necessary documentations & process pertaining to your education, verification and other employment criteria.

Atos reserves the right to decide the continuance of your further training and your employment with the Company depending on your performance in the opinion of the Company and documentation process.
The terms of this letter of intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an Offer of Employment from Atos nor should it in any manner confirm our obligations to make you an offer of employment.

We may, any time revoke this Letter of Intent considering incomplete documentation, failure to fulfil the eligibility criteria, background verification or at our discretion.

We request you to confirm back to us your acceptance of above terms and conditions herein by signing and returning the copy of this letter to Campus recruitment team (kausalya.v.external@atos.net) within 05 days from issuance of this letter, failing which this letter of Intent shall stand withdrawn/cancelled automatically. Should you have any query, please do not hesitate to contact Campus Recruitment team.

We look forward to hear from you soon and wish you a rewarding career ahead.

Thanking you.

Yours Sincerely,

For Atos Global IT Solutions and Services Private Limited

A handwritten signature in black ink, appearing to read 'Nasir Usman Shaikh', with a stylized flourish at the end.

Nasir Usman Shaikh
Vice President – HR



DirectCore/RH8634910/275700/Pune/December/V3

PRIVATE AND CONFIDENTIAL

December 21, 2021

Chaitanya Kelaskar

Maharashtra Raigad

India .

Dear Chaitanya Kelaskar,

Welcome to Mphasis. It gives me great pleasure to invite you to join the family of Mphasis.

We are pleased to offer you the position of a Trainee Associate Software Eng, in **Band 5** and **Level 1** with our organisation. The gross compensation will be **INR2,50,000/-** (Two Lakhs Fifty Thousand **rupees only**) per annum.

You are required to sign a training bond and agreement for **INR 1,00,000/-(Rupees One Lakh Only)** for a period of 24 months. This bond is applicable from your date of joining the company. The bond for the complete amount of **INR 1,00,000/-(Rupees One Lakh Only)** would be recovered if you resigned within 24 months.

Upon successful graduation from The Mphasis Learning Academy by securing minimum marks in various training modules and completion of 3 months in Mphasis:

- Your gross compensation will be revised to **INR 3,25,000/- (Rupees Three Lakhs Twenty-Five Thousand Only)** per annum
- This salary change will be effective from the subsequent month after completion of 3 months from your date of joining

Mphasis is defined by a strong and intrinsic culture that sets us apart. Our DNA, while evolving through various transformations, has still fundamentally been driven by the same core values. **Customer centricity** has been one such tenet that influences every Mphasian. We strive to understand our customer's need, staying ahead of the curve to deliver best-in-class service. Equally crucial, is our **outcome focus**, wherein our eyes stay on the end result without compromising on our quality, ethics and people. We draw our greatest strength from our people. Hence, **empowering** our workforce has gone hand-in-hand with greater accountability, thereby creating responsible citizens of the world. As we redefine what business success means in the changing landscape, we believe in inculcating the spirit of **experimentation** so that established systems and ways of doing things are constantly tested, questioned and disrupted. Imagination,

Contact Us:

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F : +91 080 6695 9943

E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294



innovation and the ability to take risks are fundamental characteristics that make us shatter boundaries.

These shared values and beliefs are the influencers of everyday work culture at Mphasis that has eventually built our ethos. It is what integrates us across technologies, platforms and geographies. We are proud of it and we eagerly welcome you to the Mphasis way of life.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct.

We look forward to you joining us on December 23, 2021 at Pune. The reporting time is **10:00 AM**. You endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom right corner and return to the undersigned by either mailing it or handing it over to us on the date of your joining.

Contact Us:

T : +91 080 6750 1000

F : +91 080 6695 9943

E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294

ANNEXURE - 1

Name	Chaitanya Kelaskar
Band	Band 5
Level	Level 1
Title	Trainee Associate Software Eng
Salary Component	Amount (in Rs./Month)
Basic	8,333
House Rent Allowance	4,467
Leave Travel Allowance	NA
Special Allowance	2,083
Ex-Gratia / Bonus*	3,200
Total Fixed Cash	18,083
Variable Pay**	1,042
Employer Provident Fund	1,250
Mediclaim Insurance Premium	458
Target Cost to Company	20,833
Target Cost to Company (per annum)	2,50,000

Note:

* As per Statutory regulations, if you are covered under Payment of Bonus act, this component will be paid as "Bonus" if not will be paid as "Ex- Gratia".

** Variable Pay will be payable on Quarterly basis. Amount shown is payable on 100% Target achievement. The company and unit/function performance achievement against the target measured quarterly shall determine the payout under the Variable Pay Plan. Note: Variable Pay is governed by the provisions of Variable Pay Plan (available on Mphasis Intranet) and the same will be reviewed from time to time.

Contact Us:

T : +91 080 6750 1000

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E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294

ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at Mphasis Limited. ("The Company") will be governed by the Company's policies as modified from time to time. Copy of the present policy will be made available to you on your joining the Company. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

- 1.1. A working day shall comprise of nine hours.
- 1.2. You may be required to work on a shift basis. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 a year, subject to applicable laws. The shift timings may change from time to time which you would be notified of in advance.
- 1.3. At times you may be required to work beyond 8 working hours.
- 1.4. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

- 2.1. During your employment with the company, you will be liable to be transferred or deputed to any of the offices, departments of the Company or its Associates, Subsidiaries or Group Companies, whether in India or abroad.
- 2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with the Company's policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

- 4.1. Mphasis reviews employee compensation periodically and you may be eligible for salary increase based on review. However, any salary increase shall be at Company's sole and absolute discretion which is dependent on Organization's as well as Individual performance.
- 4.2. In addition to salary, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.
- 4.3. The term 'financial year' denotes the period starting from 1st November to 31st of October of the following calendar year

5) Relocation

You are eligible for relocation expenses reimbursement as per the company policy. In the event of your separation within 12 months of joining Mphasis, this amount has to be paid back to the company.

6) Group Insurance, Provident Fund and Gratuity

- 6.1. From the month following the month of joining, the Company will provide you coverage under the following Policies at no cost to you up to the date of cessation of employment:
 - 6.1.1. Group Mediciam Policy (for all employees)

6.1.2. Group Gratuity- scheme (all employees)

7) Leave Entitlement Policy

As per the Company's existing Leave policy you will be entitled to twenty four working days of Privilege leave annually which is calculated at 2 days' for every month of completed service. This is an earned leave and included any other form of casual or medical leave.

8) Termination

8.1. Your employment with the Company is subject to termination on:

8.1.1. month's prior notice by either side

8.2. The Company reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

8.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period as stated in our Company's HR handbook. Further, till such time as the Company accepts your resignation letter, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you.

8.4. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

8.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or

8.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or

8.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.

8.4.4. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you.

In the event of termination under Clause 8.4.2, you shall not be entitled to any benefits whatsoever.

9) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

10) Confidentiality

10.1. You agree at all times during the term of your employment and thereafter (without limit of time);

10.1.1. To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and

10.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

10.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion

or termination of any project or upon cessation of your employment with Mphasis IT Services.

- 10.2. For the purposes of Clause 10.1, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.
- 10.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non Disclosure Agreement with the company.

11) Intellectual Property

- 11.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.
- 11.2. You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment with Mphasis (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

12) Data Privacy Compliance Policy

You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: -

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CIN: L3007KA1992PLC025294

- 12.1. You consent to the processing of your personal data in accordance with the Company data privacy policy (the "Policy"), a copy of which can be obtained upon request;
- 12.2. In particular, you expressly consent to:
- 12.2.1. The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- 12.2.2. The transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.
- 12.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to the Company by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.
- 12.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Company policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

13) Non-Compete

You will certify to maintain Customer exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business, that directly competes with the kind of product/services that is offered by the Company to such client, either directly or indirectly with any of 'Mphasis' client or any third party exposed to you. In case you violate this provision, a minimum amount of Rs.3 lakhs shall be payable by you to Mphasis as damages.

14) Non Solicitation of Employees and Clients

You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:

- (A) Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of the Company; or
- (B) Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom Employee had dealings as an Employee of the Company for any purpose related in any manner to the business of the Company.

- (C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.

15) Warranty

- 15.1. You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.
- 15.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.
- 15.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Mphasis.
- 15.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services

16) Indemnification

You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment

17) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month of your 60th birthday.

18) General

- 18.1. This agreement contains the entire agreement between the employee and Mphasis, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non disclosure
- 18.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).
- 18.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.
- 18.4. Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

Acknowledgement and Acceptance of Appointment with Mphasis

I, _____ have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on _____ (Date).

Signature : _____
Name : _____
Date : _____
Place : _____

Annexure - 3

At the time of joining Mphasis the following documents and information must be made available to us.

List of documents that need to be submitted at the time of joining, in order to complete your on boarding process.

Sl.No	Sl.No Documents
1	To process your salary - PAN card copy is mandatory, in case you do not have a PAN Card - apply for it online using the said URL https://tin.tin.nsdl.com/pan/index.html or apply on your day of joining at our helpdesk
2	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
3	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with marks sheets*
4	Your latest salary slips or salary certificate*
5	Experience proof - Relieving letter from previous employers (if previously employed) *. The relieving letter or resignation acceptance need to be submitted in original
6	Service certificate from present Employer
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable income with break up) till the last date of your employment with them along with PAN number if available.
8	5 Passport Size Photographs
9	Copy of passport (All sheets)
10	Copy of your updated resume
11	Joining kit duly filled in by you
12	Signed - Non Disclosure Agreement

- *Originals need to be submitted. These original certificates will be returned to you after due verification.
- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- Being an ISO certified company, it is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is mandatory for all Mphasis employees to possess a valid passport. Else, please apply for one. You are expected to have a valid passport within 60 days from the time you join Mphasis.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - DOB and Name of Father, Mother, Spouse, Child/ Children
 - Educational details with the passing year
 - Your past experience details with the exact years and role played to be mentioned.
 - Blood Group
 - 1 Passport size photograph of all your dependent's
 - Your Citibank account number, if existing already.
 - Your PF account number with current employer
 - Your PAN number
 - Passport number, Place of issue, Date of issue, Validity: From and to date.

Digitally signed by DS MPHASIS LIMITED 1
Date: 2021.12.21 05:31:02 GMT
Reason: Authorised by Srikanth Karra
Location: Bangalore

Contact Us:

T : +91 080 6750 1000

F : +91 080 6695 9943

E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 671285

Letter of Intent ("LOI")

Dear Rakesh Aglave,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LoI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear

the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Rakesh Aglave
Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Effective 1st July 2022, (irrespective of your probation status, except for probation non-confirmation), your all-inclusive compensation will be revised to **INR 4,00,000/- (Rupees Four Lakh only)**. Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

Date: 10th December 2021

Divya Dinesh Imale,
Pune

Dear Divya

Sub: Offer letter for the position in Analytics Department

Congratulations and welcome to the XpressBees Family!

Pursuant to our discussion, we are delighted to offer you employment opportunity with us, on full – time basis, as “**Data Analyst**” outlining enclosed compensation starting from **22th December 2021** based at **Pune** on the terms and conditions mutually agreed upon by us at the time of interview.

Please carry the original testimonials along with self-attested photocopy of below mentioned documents at the time of joining. This would facilitate the smooth completion of joining formalities:

1. Service Certificates and Relieving letter/Resignation letter (duly accepted) from previous employer.
2. All educational certificates starting from HSC to latest degree.
3. 4 Passport size Photographs.
4. Pan Card.
5. Proof of Address.
6. Proof of Identity
7. Aadhar Card
8. Bank Details

All other terms and conditions of your employment will be elaborated in the letter of appointment, which will be issued to you upon your joining and submitting relieving letter from your current employer.

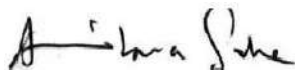
Please note that if you fail to join your duty on or before stipulated date, this offer shall automatically stand withdrawn and cancelled.

We look forward to receiving your formal acceptance of this offer and confirm the date of joining on or before **22th December 2021**.

Looking forward to having you with us.

With best regards.

For Busybees Logistics Solutions Pvt. Ltd.,



Amitava Saha
Authorized Signatory

BUSYBEES LOGISTICS SOLUTIONS PRIVATE LIMITED

CIN: U74900PN2015PTC155482

Registered Office: - Unit 1A & 501A, Building B-1, Cerebrum IT Park, Kalyani Nagar, Vadgaonsheri, Pune 411014

Corporate Office: - Building# B1, 1st Floor, Kumar Cerebrum IT Park, Kalyani Nagar, Pune 411014, Maharashtra

Salary Bifurcation		
Salary Components	Monthly Earnings	Yearly Earnings
Basic Salary	17281	207370
House Rent Allowance	8640	103685
Stat Bonuse	1439	17274
Special Allowance / Flexi**	15841	190097
Base Gross	43201	518426
E/R PF Contribution	1800	21600
Gratuity	831	9974
Gross CTC (Without Variable Payout)	45832	550000
Performance Based Pay		0
Gross CTC (With Variable Payout)	45832	550000
Deductions		
E/E PF Contribution	1800	
Professional Tax	200	
Net Take Home Salary (Pre-Tax)	41201	
** Please ref the below table. Below component are part of Flexi salary break up.		
**Flexi component eligibility will be as per your Grade		

Note:-

- Gratuity will be paid as per The Payment of Gratuity Act, 1972
- For offer to be valid we will need the above documents (softcopies) to reach us within 48 hours which will be authenticated by HR and confirmed that the offer stands. If documents are not provided or are found incorrect the offer will stand revoked.
- We will have a BGV and if there is any disconnect in the information provided the offer will stand revoked.
- Benefits:
 - Mediciam Benefits: You will be covered under group Mediciam Insurance for self with Sum Insured amount of 2 lac.
 - Term Life Insurance: You will be covered under company group term life insurance for 5 Lac.
 - Group Personal Accident: You will be covered under company GPA policy for 4X of CTC (Minimum 20 Lac) whichever is lower.
 - COVID care Policy: You will be covered under COVID care policy for 8X of CTC up to 50 Lac. This Policy shall be withdrawn once we resume back to normal working, as per Management Discretion.
 - Leave: Eligibility for a total of 24 days of Annual leaves excluding public holidays every financial year (April-March)

BUSYBEES LOGISTICS SOLUTIONS PRIVATE LIMITED

CIN: U74900PN2015PTC155482

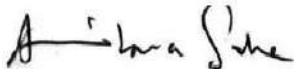
Registered Office: - Unit 1A & 501A, Building B-1, Cerebrum IT Park, Kalyani Nagar, Vadgaonsheri, Pune 411014

Corporate Office: - Building# B1, 1st Floor, Kumar Cerebrum IT Park, Kalyani Nagar, Pune 411014, Maharashtra

- Option for Flexi Break up as below.

Flexi Components	Max amount_PA_as per Eligibility	Mode of Payment
Telephone / Broadband Expense reimbursement	18000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be taxable
Leave Travel	120000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be taxable
Vehicle Running and Maintenance Expense Reimbursement	120000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be Taxable
Driver Expense Reimbursement	180000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be taxable
Meal Benefits	26400	Monthly credited in your ICICI Meal card
Employer's Contribution to National Pension Scheme	Maximum up to 10% of Basic	Monthly credit in your NPS account
Uniform Maintenance Allowance	18000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be taxable
Health Club/Sports facility	30000	Pay Out Monthly along with monthly salary – Tax benefit need to pass only once employee submit the document. Till that time, it will be taxable
Mobile Handset Cost Reimbursement (to be granted once in 2 tax years as a one-time payment)	100000	Reimbursement - Will be paid to employee only when bills are provided or (Balance if any as Taxable) in the year end
Professional Development/ Academic Allowance (to be preferably paid as a one-time payment)	75000	Reimbursement - Will be paid to employee only when bills are provided or (Balance if any as Taxable) in the year end

For Busybees Logistics Solutions Pvt. Ltd.,



Amitava Saha
Authorized Signatory

BUSYBEES LOGISTICS SOLUTIONS PRIVATE LIMITED

CIN: U74900PN2015PTC155482

Registered Office: - Unit 1A & 501A, Building B-1, Cerebrum IT Park, Kalyani Nagar, Vadgaonsheri, Pune 411014

Corporate Office: - Building# B1, 1st Floor, Kumar Cerebrum IT Park, Kalyani Nagar, Pune 411014, Maharashtra



Offer: Computer Consultancy

Ref: TCSL/DT20219380445/Chennai

Date: 27/01/2022

Ms. Vaishnavi Uddhavrao Wayal
At.Post Watur,Tq.Partur Dist.Jalna,
Jalna,
Jalna-431502,
Maharashtra.
Tel# 91-7350740544

Dear Vaishnavi Uddhavrao Wayal,

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.

TCS Confidential

TCSL/DT20219380445

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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TCSL/DT20219380445

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: www.tcs.com

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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.



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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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

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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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

**Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

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



GROSS SALARY SHEET

Annexure 1

Name	Vaishnavi Uddhavrao Wayal
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
TOTAL GROSS	27,415	3,36,877

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

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

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

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

Table 2: TCSL defined structure for BoB (All Components in INR)

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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Ref: TCSL/DT20219037400/1682395/Ahmedabad

Date: 09 December 2021

MR. VAIBHAV BABAN KAD
A/P Sortapwadi Tal-Haveli Dist-Pune null,
Petrol Pump, Pune,
Maharashtra-412110.
Tel# 919112778989

Sub: Joining Letter

Dear Mr. Vaibhav Baban Kad,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **16th December 2021**, your joining location is **Pune**, work location is **Pune** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S
Global Head - Talent Development



Click [here](#) or use a QR code scanner from your mobile to validate the joining letter

04-Nov-2021

Private & Confidential

Mr. Atharva Shotre
Bangalore

Dear Atharva Shotre,

With reference to the discussions you have had with us, we are pleased to make you an offer for the position of a **Associate Software Engineer - Trainee** at **Torry Harris Business Solutions (THBS)**; Bangalore, India.

THBS is a global software company with presence in Europe, Far East, India, Middle East and USA. Our goal is to be an industry leader with a reputation for excellence, focus on quality and our emphasis on absolute customer satisfaction. As we endeavor to expand our business in the international markets, we are keen to have you on board.

We believe that **THBS** can offer you the right mix of professional growth, leadership opportunities, business experience and financial gains over the long term. The career growth potential for you is tremendous and you will have the unique satisfaction of influencing and building a leading software company.

Your **Gross Salary** will be **Rs. 350,000/- (Rupees Three Lakh Fifty Thousand Only)** per annum. You will be entitled for a **Performance Linked Pay** of up to **Rs. 50,000/- (Rupees Fifty Thousand Only)** per annum, payable as per the Performance Linked Pay Policy.

You will be on **Probation** for a period of **6 (Six)** months from the date of joining. A performance review will be done as per the Company's policy for confirmation.

Your appointment is conditional upon you being certified medically fit by a registered medical practitioner and is contingent upon the successful completion of a background investigation process.

THBS also reserves the right to withdraw this offer made to you even after the acceptance of such an offer by you; if **THBS** becomes aware of any material information that may have been concealed or misrepresented by you at the time this offer was made.

This is only an offer letter and does not entitle you for an appointment. On completion of all the joining formalities and fulfilling all documentation requirements, you will be formally appointed and inducted into the organization. On successful completion of your training, you will be posted in any location of THBS depending on the requirement of the projects. This will be informed to you on completion of your training.

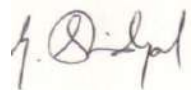
You are requested to return the duplicate copy of this offer duly signed to indicate your acceptance of the compensation package and employment with **08-Nov-2021**.

At the time of joining, it is a **mandatory requirement** for you to submit the following documents:

- Four recent passport size photographs
- Photocopies of all relevant educational certificates and mark sheets starting from Grade X Photocopies of all the pages of your passport **or** driving license **or** voter ID card

Looking forward to having you on board!

For Torry Harris Business Solutions (P) Ltd,



G. Shivdayal Charan
Manager - HRD

Accepted By:

Atharva Shotre
Date:

Vaibhav Nivrutti Patil
Maharashtra, 443112
9689511132
Date: 03 Dec 2021

Successive Traineeship Programme ("Traineeship Programme")

We are pleased to inform you that you have been selected to join the Traineeship Programme with Successive Technologies Private Limited on the following terms and conditions.

Please read through this letter carefully and indicate your acceptance of this offer for a Traineeship Programme ("Offer") by signing and returning a copy of the letter to the Company. This offer is valid till **04 Dec 2021**. If you do not confirm the acceptance by the said date, the Company shall have the rights to withdraw this offer.

1. Your Position

You will be appointed as a **Trainee** within the Company. Nothing in this Offer shall give rise to an employment relationship between Successive and you. You shall not be treated as a permanent employee of the Company during the training period. Only in case of successful completion of your traineeship after confirmation, your employment will be considered as permanent with Successive.

Whilst you are under training at the Company, you are expected to devote your full business time and attention to the performance of such duties as may be assigned to you by the Company, and comply with all reasonable requests, instructions and regulations given by the Company and promptly provide such explanations, information and assistance as your activities in the business of the Company as would reasonably be required. You will perform your duties faithfully, diligently and competently, in a professional manner, in accordance with applicable Company policies, standards, code of conduct and terms of this Offer.

You agree that the Company will be entitled at any time and without specific prior notice to:

- assign you to carry out such project and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or
- assign you on temporary basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of Successive business as it will in its absolute discretion determine; and/or
- Assign you on a temporary basis to Trainee at any of the Company's clients.

2. Commencement Date

Your Traineeship with the Company will be for a maximum of 6 months, starting from **06 Dec 2021 i.e. Monday**. The tenure of your Traineeship may also be extended as per the company's policy if your performance is not found satisfactory.

3. Your Position and Duties

3.1. This is a full time position and your role will be **Trainee Engineer**, or such other role as the Company reasonably decides from time to time.

3.2. During your employment with the Company you confirm that you will:

- a) not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. You may engage in civic and not-for-profit activities as long as such activities do not interfere with the performance of your duties hereunder;
- b) devote your entire working time and attention to the business of Successive;
- 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 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 not do anything to harm those interests;
- e) comply with all reasonable requests, instructions and regulations given by the Company and promptly provide such explanations, information and assistance as to your activities in the business of the Company 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 Traineeship 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;

g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of Successive, its clients, customers or shareholders;

h) report any actual or proposed unlawful activity or behaviour affecting Successive by you or any other employee, officer, supplier of the Company or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to HR) Immediately on becoming aware of it.

By signing this Traineeship Letter, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

4. Place of Work

You will be initially based at the Company's office at 1st Floor, Sky Loft, Creativity Mall, Opposite Golf Course, Yerawada, Pune, Maharashtra 411066. However, the Company may transfer you to such other places as the Company reasonably decides from time to time, at its sole discretion in accordance with the requirements of the Company. You may be required to work at or travel to any other office or client locations (including overseas locations) from time to time.

5. Working Hours

As an Trainee you will be required to devote substantially the whole of your time and attention during the Company's ordinary business hours to the performance of your duties.

6. Stipend

Your monthly stipend shall be **Rs. 15,000** per month and for the first six months and shall be paid to you as per the Company's prevailing practice and procedures. As an Trainee, you may not be entitled to certain benefits that usually are provided to the employees of the Company. After successful completion of training, you would be eligible for a bonus of **Rs. 0**. Your employment with Successive will be confirmed & the annual compensation (annual total cost to company) will vary between **3,00,000 to 3,50,000 LPA.**, depending upon your performance during the training phase.

You will be solely responsible for all income taxes on your income and stipend received from your Traineeship with the Company(if applicable).

7. Annual Leaves

You will be entitled to avail the annual leaves in accordance with the relevant policy/practice of the Company.

8. Statutory and Other benefits

- 8.1. You will be eligible for various statutory benefits in accordance with the relevant laws.
- 8.2. You are eligible for benefits under the Employee's Compensation Act, 1923 details of which are reflected in the abstract displayed in the Company notice board and on the Company's Intranet.
- 8.3. Employees are also eligible for maternity and related benefits as defined under applicable laws.

9. Company Policies and Rules

- 9.1. During your Traineeship within the Company (and where applicable after your Traineeship has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations. Failure to do so may result in disciplinary or other lawful action being taken against you.
- 9.2. You should familiarise yourself with all policies and procedures that apply to your job role and business area as set out on the Company intranet. The Successive Code of Conduct and the policies, guidelines and procedures can be found on the HRIS Tool (KEKA).
- 9.3. Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.
- 9.4. The Disciplinary and Grievance rules and procedures which are applicable to your employment are set out on the Company's 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 in accordance with the Company's disciplinary Policy. If you wish to raise a grievance, please apply in writing in accordance with the Company's grievance Policy.

9.5. In Successive every employee is expected to meet the highest standards of performance and attendance. The Capability Policy of the Company provides a framework for dealing fairly and consistently with employees where their performance falls below the required standards. Irrespective of the process defined under the Capability Policy, the Company reserves the right to directly terminate the services of an employee in cases of continued underperformance over a prolonged period of time or repeated poor performance ratings.

10. Intellectual Property

10.1. For the purposes of this paragraph:

- a) "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 the same, and (iii) all other intellectual registration, any rights and equivalent or property similar forms of protection existing anywhere in the world;
- b) "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
- c) "Works" means all documents, materials, software, cinematography, 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 Traineeship Programme with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights. This includes all the posters, flyers, videos and all kind of promotional materials created by the Company or on behalf of the company by using voice, pictures or videos of you.

10.2. 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 Traineeship. You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

10.3. It is understood that all Intellectual Property Rights created by you in the course of your Traineeship Programme shall be "work for hire". You acknowledge that at all times while you are in the Traineeship with the Company, the 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.

10.4. To the extent that the Works and Intellectual Property Rights do not vest in the Company 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.

10.5. By signing Offer you accept and confirm to assign to the Company all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to 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 acknowledge and accept and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

11. Termination of Traineeship

The Company may terminate your Traineeship without giving prior written notice. Your Traineeship may also be terminated by the Company without 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 lack of competence, serious breach of the terms of this Offer, improper or unethical behaviour. The Company may also immediately terminate your Traineeship if you:

- a) are convicted of any criminal offence; or
- b) are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring Successive or yourself into disrepute or may damage the business or affairs of the Company; or

- c) have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Offer (or otherwise fail or refuse to carry out the duties assigned to you); or
- d) don't obtain or maintain the accreditation(s) or qualifications that you are required to have to be able to work in your job profile; or
- e) be repeatedly absent without leave or absent without leave for a period exceeding 3 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have to terminate your Traineeship summarily.

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

- (a) immediately return to the Company all assets, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (access card, business cards, etc) relating to the business of or belonging to the Company, together with all copies of any such documents that you have in your possession;
- (b) Irretrievably delete any information relating to the business of the Company stored on any computer or storage device and all information derived from the same in your possession or control;
- (c) exit with immediate effect from any offices you hold or groups you have joined within or connected to the Company; 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.

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

12. Termination of Employment (after confirmation)

12.1. Subject to Clause 10.2, either you or the Company may terminate your employment by giving **2 months** written notice. 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 your probation period;

- b) 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 lack of competence, serious breach of the Terms, improper or unethical behaviour;
- c) Your appointment is subject to satisfactory background verification and you hereby authorize the company and its agents, vendors or any other representative internal or external to carry out the background check at any given point of time during your tenure with the company. In case of a negative report, the company reserves the right to terminate your employment without notice or payment in-lieu of.
- d) Your contractual retirement age is 58 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve any 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 are convicted of any criminal offence; or
- i. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring Successive or yourself into disrepute or may damage the business or affairs of the Company; or
 - ii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
 - iii. 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
 - iv. don't obtain or maintain the accreditation(s) or qualifications that you are required to have to be able to work in your job profile; or
 - v. 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.

12.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in clause 10.1 above. 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 to cover the damages in case the employee is nominated as a key contact or engaged in critical projects. The damages will be computed by the company. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

12.3 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 assets, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (access card, business cards, etc) relating to the business of or belonging to the Company, together with all copies of any such documents that you have in your possession;
- b) Irretrievably delete any information relating to the business of the Company stored on any computer or storage device and all information derived from the same in your possession or control;
- c) exit with immediate effect from any offices you hold or groups you have joined within or connected to the Company; 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.

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

13. Salary in lieu of Notice Period

13.1 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 pay you salary 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 decides to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date decided by the Company, regardless of when the Payment In Lieu is paid to you.

13.2 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.

13.3 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 date of your termination or last day at work, whichever is later.

14. Confidentiality

During your Traineeship within 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 Traineeship. This includes information that you have acquired in the course of your Traineeship concerning the business or affairs of the 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.

During your Traineeship 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 as an Trainee.

For the purposes of this Offer, "Confidential Information" means information relating to or associated with the business, finance, customers or trade links of the Company, 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) technical Information and know-how relating to Successive 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/Trainee and the terms and conditions of their employment/ Traineeship, details of employee benefits, salary scales and/or current or anticipated trade union/employee disputes;
- (f) information or details of any actual, potential or threatened litigation, claim, dispute or arbitration against the Company or any current or former director, officer or employee of the Company.;
- (g) budgets, management accounts, trading statements and other financial reports; ; and
- (h) any other information which the Company 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.

15. Amendment of terms of your employment

The Company reserves the right to review, revise, amend, replace or withdraw the contents of the terms of this Employment Letter and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in laws and legislations from time to time.

16. Confirmation and Certification

You confirm and certify that:

- a) you are not precluded or restricted by any term of any contract or other terms , 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 are not currently, and have never been, the subject of an investigation by any company for disciplinary activity where either:
 - i. the investigation was concluded and your conduct found to amount to misconduct; or
 - ii. where the investigation was on-going, it could reach to a conclusion because your employment with that company was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

- c) 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
- d) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.
- e) Any breach of these certifications will lead to immediate termination of your employment.

17. Governing law

The terms of this Offer are governed in accordance with the laws of India and more specifically of the state of your Place of Work. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your Place of Work in relation to any legal action or proceedings that arise out of or in connection with this Offer or Traineeship Programme.

18. Acceptance

You agree and confirm that you have received, read, understood, accept and will comply with the terms mentioned in this Offer for your Traineeship. You accept that you will be bound by the terms of this Offer.

Kindly sign and return to us the duplicate copy of this letter and Annexure as your Acceptance.

Wish you all the best

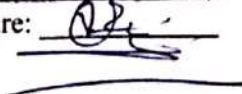
Yours Sincerely,



Manisha Rawat
HR Specialist

I Vaibhav Nivrutti Patil accept and agree to the terms of this Traineeship Letter.

Name: Vaibhav Nivrutti Patil

Signature: 

Date: 04/12/2021

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

Offer Release Date November 18, 2021

KALE NITEEN RAMESHWAR
1,1, Lonar Bhaigaon
Ambad, Jalna,
Maharashtra, India, 431204

Sub: Offer & Appointment Letter

Dear KALE NITEEN RAMESHWAR,

Congratulations! With reference to the interviews conducted by **HCL TECH LTD. - IOMC ("HCL" or "Company")**, we are pleased to inform you that you have been selected for employment in our organization as **Graduate Engineer Trainee** in **band E1**.

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on November 18, 2021 at **9:00 A.M** at the following address, **Noida-Sec-60, A8-9**. Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in – **HCL TECH LTD. - IOMC**. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer cum appointment letter and appended annexure(s).

Your Total Compensation will be INR 4.75 Lacs per annum outlined in Annexure I.

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in Annexure II.

You will be required to sign a service agreement along with a surety amount of **INR 1.25 Lakhs** in terms of which you also bind yourself to serve the company for a period of at least of **24 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in Annexure III. Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

Annexure IV provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

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You need to have cleared all the subjects & should be a pass out of **2021 batch** for the current academic course and be able to produce a provisional certificate from your college/university at the time of joining. No candidature with standing arrears will be entertained for joining on the stated date.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL TECH LTD. - IOMC**. will stand withdrawn without any liability.
Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL TECH LTD. - IOMC**Authorized Signatory**

Amrita Das

Vice President, Head-Global Rewards

Annexure 1

<u>COMPENSATION PLAN</u>	
Name	KALE NITEEN RAMESHWAR
Band	E1
Designation	Graduate Engineer Trainee
City	Noida
Monthly Components (in INR)	
Basic Salary	15,243
House Rent Allowance	7,622
Advance Statutory Bonus	-
Food Wallet	2,000
Holiday Allowance	4,166
Flexi Basket*	-
Compensatory Allowance	2,803

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TOTAL: Monthly	31,834
TOTAL: Monthly Components : Annualized	382,006
Retirals & Other Benefits (in INR)	
Provident Fund	21,950
Medical Insurance Premium/ESIC	10,000
Gratuity	8,794
TOTAL : Retirals	40,744
Variable Components (in INR)	
Performance Bonus (in Rs.)	28,500
Engagement PB (paid monthly) @ 100% achievement levels	23,750
TOTAL: Variable Components	52,250
COST TO COMPANY	4,75,000
Flexi Basket Details	
	Max Sub limits (p.a.)
Fuel Reimbursement and Car Maintenance Charges	-
Leave Travel Assistance / Allowance	-
Car Lease Rental	-
TOTAL : Annual Flexi Basket	-
<i>Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual</i>	
Insurance & Medical Benefits (in INR)	
	Max Sub limits (p.a.)
Hospitalization cost reimbursement limit	360,000
Term life Insurance Cover	2,000,000
Disability cover due to accident (upto)	1,800,000
NOTE:	
1. Flexi Basket is only applicable in E2+ employees	
2. All salary components are governed by the company policies and statutory guidelines.	
3. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.	

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4. Any personal tax liability arising out of compensation will be borne solely by the employee.
5. Gratuity to be payable as per act

Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **Graduate Engineer Trainee**. This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL TECH LTD. - IOMC (herein referred as "HCL" or "Company")** and is a legally binding document.

1. Location:

Your place of work will be located at **Noida-Sec-60, A8-9**.

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment is subject to you being declared medically fit by the company doctor.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, and without any liability.

5. HCL Training Program:

Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs

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as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 55 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility

You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to

promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL TECH LTD. - IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual

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Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

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 of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include upto termination of your employment with HCL.

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of **HCL TECH LTD. - IOMC** as applicable to you and the changes therein from time to time.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld

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some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory

November 18, 2021



Amrita Das

Vice President, Head-Global Rewards

Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease

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	agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required) <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3
Please Note – <ul style="list-style-type: none"> Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc. 		

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- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd, Special Economic Zone, Phoenix Info city Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd, Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013
7	MUMBAI	HCL Comnet Ltd, Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL TECHNOLOGIES IT CITY NEAR CHACK GAJARIA FARMS SULTANPUR ROAD GATE NO.1 Tower SDC-01 SECOND FLOOR INDUCTION ROOM LUCKNOW.
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur

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11	Coimbatore	State Street HCL Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014, Extn : 04226657526
12	Vijayawada	State Street HCL Services Private Limited Medha IT Towers, Third Floor, Kesarapalli, Gannavaram, Krishna District 521102

ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non-alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints

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outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.

- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's

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contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL TECH LTD. - IOMC will correspond with you on the address & contact details mentioned below :-

Permanent Address: 1,1, Lonar Bhaigaon
Ambad, Jalna,
Maharashtra, India, 431204
Email ID: niteenkale1996@gmail.com
Telephone Number: 8182954444

प्रगत संगणन विकास केंद्र
CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय की वैज्ञानिक संस्था, भारत सरकार
A Scientific Society of the Ministry of Electronics and Information Technology, Government of India



सी-डैक इनोवेशन पार्क
पंचवटी, पाषाण
पुणे - 411008, भारत
C-DAC Innovation Park
Panchavati, Pashan
Pune - 411008, India
फ़ोन / Tel: +91-20-2550 3100
फैक्स / Fax: +91-20- 2550 3131
www.cdac.in



Celebrate the Girl Child
and Enable Her Education

Ref : C-DAC:P:HRD:2022:ADVT:1747

Date : April 13, 2022

Mr. Siddharth Anil Gupta
13, Shivganga, Satav Plot, Akashwani,
Hadapsar, Pune- 411028, Maharashtra, India
Mob No : 9371591973

**Sub: Offer of appointment on contract on consolidated salary basis as
'Project Engineer'**

Dear Mr. Siddharth Anil Gupta,

This has reference to your interview you had with us on April 5, 2022. We are pleased to appoint you as '**Project Engineer**' purely on contract basis from date of joining to June 30, 2025 on consolidated salary. This contractual appointment is against time bound projects undertaken by C-DAC. The terms and conditions of your appointment are as under:

- 1) You shall be paid a Consolidated Salary of Rs. 50,000/- pm (Rupees Fifty Thousand Only) (all inclusive) without any other allowances. In addition, you shall be eligible for medical reimbursement, Contributory Provident Fund (CPF), Leave and TA/DA for official Tours as per the rules or guidelines as applicable from time to time for appointments made on contract on consolidated salary in C-DAC.
- 2) You are required to join at C-DAC, Pune on or before May 13, 2022. In case of your failure to report on May 13, 2022, your offer of appointment will stand withdrawn automatically without any further intimation.
- 3) Your appointment is for the project 'HPC I & E- BD'. However, C-DAC at its discretion, shall deploy you to other project(s) fully or partially at any time without notice, as per the organizational requirements. Your appointment on contract on consolidated pay is from date of joining to June 30, 2025 or till the end of your requirement in the project, whichever is earlier.
- 4) Your first place of posting will be at C-DAC, Pune. However, C-DAC reserves the right to assign duties to you in any location where C-DAC has its centre or project site. For joining the post you have to report at HRD Department C-DAC, Pune.
- 5) This letter does not imply renewal of contract automatically unless explicitly renewed or extended by a formal written communication. Your services shall stand automatically ended on expiry of the period of current contract.

- 6) C-DAC reserves the right to end the contract and terminate your services by giving 45 days notice or 45 days salary in lieu thereof without assigning any reason.



- 7) You will be required to give 45 days prior notice in writing if you wish to resign from the contract service. In case of shortfall in notice period, the Centre at its discretion may permit you to make up the shortfall by paying an amount equal to the salary in lieu of the shortfall or by adjusting the available leave, as per extant rules.
- 8) You will have no proprietary/ commercial interests in any software developed and any other product / service offered by C-DAC. C-DAC reserves all rights to products and services created at C-DAC. You will not share any of these rights irrespective of any involvement you may have in the development of product/services etc. You are also required to sign a non-disclosure agreement along with this offer letter as attached.
- 9) You will discharge your duties and responsibilities carefully and diligently. You will maintain confidentiality of the documents and information available at C-DAC.
- 10) Your contractual appointment as per this agreement is on Full-time basis and we expect you to serve the institution by strictly following the Office timings as applicable to C-DAC employees as per rules.
- 11) Your contractual appointment shall be governed by Rules, Administrative Orders, HR Policies and Policy guidelines of C-DAC in force as amended from time to time and as applicable to such appointments.
- 12) You shall be assigned work from time to time by the Competent Authorities of C-DAC, depending upon the requirements of the project and activities of the Centre.
- 13) You shall be governed by conduct or discipline rules of C-DAC in force.
- 14) Your contractual appointment as per this agreement is time bound for specified duration and is not of regular in nature. During or at the end of the contractual period you shall not derive any right or claim for any post or appointment in C-DAC.
- 15) On accepting this offer, you will not apply for study, scholarship or job elsewhere without written consent from C-DAC.
- 16) You will be entitled to the following benefits during the contract period.
 - i) **Medical:** You shall be entitled for medical reimbursement for self, spouse and dependent children meeting with the dependency criterion of C-DAC. The maximum limit for medical reimbursement per year shall be equivalent to one month's total emoluments. Unclaimed amount shall not be carried forward. Medical Expenses beyond eligibility shall not be allowed.




ii) **Contributory Provident Fund:** You shall be covered by Contributory Provident Fund Scheme wherein you shall contribute maximum of Rs.1800/- (12% of basic salary or Rs.15000/-, whichever is lower) per month and C-DAC shall also contribute an equal amount every month.

iii) **Gratuity:** As per The Payment of Gratuity Act, 1972 as amended from time to time.

iv) Leave:

- You will be entitled for Leaves/Leave encashment as per the existing rules/policy in C-DAC applicable for such appointment and as amended from time to time.
- Female employees employed by C-DAC on contract on consolidated pay basis will be covered under the Maternity Benefit Act 1961 as amended from time to time.
- For an employee joining in the middle of the calendar year; the leave entitlement shall be computed on pro-rata basis for the remaining months of the year.
- You will be eligible for Encashment of unutilized Privilege Leaves on expiry of your contract only. Unused PLs during a year will be carried forward till the end of the current contract period and will be encashed then. Such encashment will not be applicable in case of termination by resignation other than for joining another post in C-DAC.

17) All emoluments, benefits etc., shall be subject to taxation as per Government of India Rules.

18) In case, any of the clauses or provisions contained in this letter of appointment on contract basis on consolidated salary declared invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining clauses and provisions shall not in any way be affected or impaired.

19) This offer of appointment is subject to the following:

i) This offer is subject to your being declared medically fit by a competent medical authority after due examinations. You will be allowed to join the duty only after receipt of such medical fitness certificate & examination reports as per the formats enclosed with this letter.

ii) Your appointment shall be subject to production of original certificates of qualifications, experience (if any), age proof, caste certificate in case you belong to SC/ST/OBC/EWS or any other reserved category etc., as mentioned in your application along with a set of self attested copies which will be retained by



C-DAC. If, in future at any stage, it comes to the notice, that any of the submitted information, is incorrect or any relevant information has been suppressed, your employment is liable to be terminated without notice.

- iii) Your appointment will be on provisional basis and will be subject to verification of your character and antecedents including your caste/community certificate being verified through proper channel. C-DAC may carry out routine police verification, if need be.
 - iv) Your appointment will be subject to your furnishing character certificates from two Gazetted Officers / Member of Parliament / Member of Legislative Assembly, who are not related to you.
 - v) Your appointment will be subject to your submission of duly filled attestation forms, family details and other forms as required by C-DAC at the time of joining.
 - vi) Your appointment is subject to your furnishing a declaration regarding your marital status along with supporting documents.
 - vii) Your appointment will be subject to your production of satisfactory relieving letter from current employer (if applicable) at the time of your joining C-DAC.
- 20) Your Appointing Authority is Executive Director, C-DAC, Pune, who will also be your Disciplinary Authority.
- 21) To confirm your acceptance to this appointment on contract basis on consolidated salary, please return the duplicate copy of the offer letter duly signed in each page within 10 days from the date of receipt along with appended 'acceptance of offer'. This offer letter shall automatically get cancelled, if no acceptance is received within 10 days of receipt of this offer letter by you.

We welcome you to the new assignment with C-DAC and hope your association with C-DAC in this new assignment will be challenging, mutually beneficial, pleasant and fulfilling.

With Best Wishes,

For Centre for Development of Advanced Computing
On behalf of Appointing Authority


Rai Varghese

Head (HRD & Legal)
C-DAC, Pune

Acceptance of offer:-

I accept this offer. I understood to comply with all the terms and conditions stated in this letter. I will join the post on or before 13 May 2022

Signature:  Date: 20/04/22

Name: Siddharth Anil Gupta



NON DISCLOSURE AGREEMENT

I understand that during the course of my appointment with C-DAC, C-DAC may disclose or I may come in contact with "Proprietary Information" disclosing C-DAC's confidential information and intellectual property (including, without limitation, computer programs, and names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently, or subsequently disclosed to me is hereinafter referred to as "Proprietary Information" of C-DAC.


I also understand that proprietary information of C-DAC includes not only information disclosed by C-DAC but also information developed or learned by me during the course of my employment with C-DAC. Proprietary Information of C-DAC includes all information which has or could have commercial value or other utility in the business in which C-DAC is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interest of C-DAC whether or not such information is identified as 'Confidential' by C-DAC. By example all information concerning databases, source code, object code, assemblers, generators, compilers, subroutine libraries and other computer programmes, products, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, techniques research or development and test results, specifications, data, know-how formats, marketing plans, business plans, strategies, forecasts, unpublished financial statements, budgets, projections and customer and supplier identities, characteristics and agreements, and any such information from the collaborators, associates, business partners, customers or any other third party, received by C-DAC or by anyone on behalf of C-DAC, are proprietary.

1. I hereby undertake to maintain the strictest secrecy and confidentiality regarding the C-DAC affairs and the affairs of its constituents and shall not divulge, directly or indirectly, any financial, technical, marketing, R&D or any other information of proprietary or a confidential nature to any outside person unless compelled to do so by judicial or other statutory authority unless instructed to do so by a superior officer in discharge of my duties.
2. I further agree to the following:
 - a. to hold the Proprietary Information of C-DAC in confidence and to take reasonable precautions to protect such Proprietary Information of C-DAC.
 - b. not to divulge any such Proprietary Information of C-DAC or any information derived there from to any third person.
 - c. not to make any use whatsoever of such Proprietary Information of C-DAC at any time except for the purpose of authorized evaluation internally
 - d. not to copy or reverse engineer any such Proprietary Information of C-DAC in an unauthorized manner.
3. **Return of Proprietary Information:** In the event of my leaving the services of C-DAC, I undertake to immediately return to C-DAC all Proprietary Information and all documents or media containing any such Proprietary Information of C-DAC and any and all copies or extracts thereof.




4. I acknowledge and agree that due to the unique nature of the Disclosing Party's Proprietary and/or Confidential Information, there can be no adequate remedy at law or any breach of its obligations hereunder, that any such breach may result in irreparable harm to the C-DAC, and therefore, that upon any such breach or any threat thereof, the C-DAC shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and I hereby indemnify the C-DAC from any loss or harm, including, without limitation, attorney's fees in connection with any breach or enforcement of obligations hereunder or the unauthorized use or release of any such Proprietary and / or Confidential Information. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of both parties and no failure or delay in enforcing any right will be deemed a waiver.
5. This appointment on contract basis in consolidated salary shall be construed as to its fair meaning and not strictly for or against other party.

In witness whereof, I have signed this undertaking as of the 20 day
of April 2022

Signature: 
Name : Siddharth Anil Gupta
S/O : _____
Address : Hadapsar

Witness:

Signature: 
Name : Nilima Anil Gupta
S/O : _____
Address: Hadapsar

Signed in the presence of

HRD Officer /
Administrative Officer, C-DAC



Date: 27/08/2021

Personal & Confidential

Mr. Smit More

Sub: - Offer of Employment

1. Commencement Date

Your employment will commence on **1st September, 2021**

2. Job Title

You will be employed by the company as **“Trainee Engineer”**

3. Remuneration

- First 2 Months shall be Free Training Period
- After Successful completion of Training Period you shall receive a stipend of Rs. 8000/- per month during Apprenticeship (i.e. 10 month from the date of completion of training period)
- Upon successful completion of Apprenticeship, you shall be taken on Company's Payroll and compensation shall be revised up to Rs. 19000 CTC / Month
- Upon completion of Two Years, your compensation shall be reviewed and revised up to Rs. 24000 CTC/ Month

Salaries are normally reviewed annually. The review does not guarantee you an increase in salary. Any increases will be awarded on the basis of individual performance and achievements of objectives, business profitability and market rates.

4. Place of work

Your employment base location will be Pune. However, you may need to travel across or outside India as per Business needs & requirement.

5. Working Hours

The shift timings will be based on process / program requirement as and when explained by your superiors. Basically, the working hours are 9.30am to 6.30pm.

6. Job Assignment/Reporting

In your assignment, you will be responsible for the duties of Project Engineer as more particularly laid out in the job description for this position. You will report directly to the supervisor nominated by the management.

7. Leave Entitlement

The leave entitlement shall be as per the Company policy and applicable laws from time to time.

You are not entitled for the paid leave benefits (except for COFF and RO) during the probation period as well as during the Notice Period.

8. Probationary Period

Your employment will be subject to a Six months' probationary period from the date of joining the Company. At the end of this period an assessment will be made of your work performance and if satisfactory this will be confirmed in writing. If your work performance is not of the required standard the company may extend your probationary period or terminate your employment without assigning any reasons.

9. Notice Period

You are required to provide the company with not less than 60 day's written Notice to terminate this agreement. The company does not encourage adjusting notice period against the either leave or forfeiture of salary. The 60 days' notice period is mandatory even during the probationary period.

You are required to handover all the work related activities before formal relieving.

10. Termination

The Company may elect to terminate your employment without notice or payment in lieu in the following circumstances: -

(a) If you, in relation to your employment:

- (i) Willfully disobey a lawful and reasonable order;
- (ii) Engage in misconduct including, conduct being inconsistent with the due and faithful discharge of your duties;
- (iii) Are guilty of fraud or dishonesty; or
- (iv) Are habitually neglectful in your duties; or

(b) On any other ground on which the company would be entitled to terminate your employment without notice.

11. Absence without Notice

Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you

- 1) Return to work within **2 days** from the commencement of such absence subject to informing at least by a message or a call, and
- 2) Provide satisfactory explanation to management regarding such absence.

12. Non-Disclosure Agreement

During the course of your employment with us you will have access to confidential/proprietary information about the organization, its clients, its business transactions, and associated companies. You shall not during your course of Employment and two years after you have ceased to be in the employment of this organization disclose such confidential/proprietary information to any third party and /or any unauthorized person.

All notes and memoranda pertaining to this organization trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of this organization. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to organization that you may have obtained during the course of your employment.

Prior to joining organization, you will ensure that you will be free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date.

13. Company Property

You shall promptly whenever requested by the Company and in any event upon the termination of your employment (for whatsoever cause) deliver up to the Company or its authorized representatives all property, including without limitation: computer, mobile phone, office equipment which may be in your possession or under your control and which relate in any way to the property, business or affairs of the company, any associated Company or any client or agent of the Company.

14. Employment Regulations

Whilst employed with the company:

- You will not engage in any trade or profession or undertake any employment, full or part-time, while in the service of the Company;
- You shall be liable for employee verification, wherein if any negative feedback is found; your services shall be terminated with immediate effect.
- You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.
- You shall be abided to perform the task or project assigned to you which is under the scope of your job responsibility. The company reserves the right to terminate the employment or take necessary action against you for denial to perform the work/ task assigned to you.
- You will carry out your duties with diligence and loyalty at all times, keeping the Company's interest paramount;
- You shall not under any circumstances either directly or indirectly, receive or accept for your benefit any commission, rebate, discount or profit from any person, company or firm having business transactions with Organization

- During your employment, you will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion, without any notice thereof, and these will be deemed as Rules and Regulations in terms of your employment;
- The Company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period;
- The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone;
- 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;
- You will be required to apply and maintain highest standards of personal conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action from the company.
- The emoluments/benefits due to you will be liable / subject to deduction of income tax in accordance with the provisions, of the Income Tax Act and Rules made there under as also other applicable laws, if any, as may be in force from time to time.

15. Retirement

You will automatically retire from the service of the company on attaining the superannuating age of 58 years.

16. Date of Joining

You are required to join on or before Date of joining, following which this offer stands withdrawn. At the time of joining please submit scanned copies of the following documents:

- a) Identity Proof & Address Proof (Copy of passport / birth certificate / S.S.C)
- b) Original Academic Certificates (all from 10th to Highest)
- c) Original Resignation Letter with acknowledgement
- d) Relieving letter from previous employer (Original)
- e) Proof of compensation last drawn (3 Months - Original)
- f) Recent Passport size Photograph
- g) Bank Statement (six months)

Acceptance

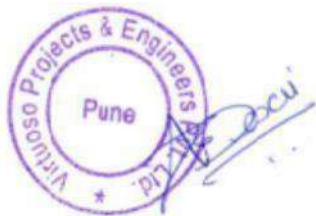
- Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.

All other terms and conditions will be governed by the Company's policies as stated from time to time.

We look forward to your joining us for a long, successful and mutually beneficial association

Welcome to Virtuoso Family.

Thanking you,

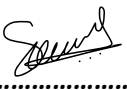


Aishwarya Desai
HR Generalist
For, Virtuoso Projects and Engineers Pvt. Ltd

Declaration:

All the information declared by you being found true and accurate. In the event of any suppression of facts or the falsification of information, dishonesty, disobedience, misappropriation, absence from work without permission or any other act considered detrimental to the interest of the company, or of violation of one or more terms of this appointment, your services are liable to be terminated without notice.

I accept the terms and conditions set out in this contract

Signed.....

Date: 27/08/2021

Name: Smit Anil More

15th October 2021

Srushti Himmat Kankate
Pune

E-mail ID - srushtikankate777@gmail.com

Offer Letter

Dear **Srushti Himmat Kankate**,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

- | | | | | | | | | | | | | | | |
|----------------------------|---|---|-------------------|---|-----|-------------------|-----------------|---|-----|------------------|-------------------------|---|-----|-------------------|
| 1. Designation | : | IT Trainee / InP – IT Trainee | | | | | | | | | | | | |
| 2. Company: | : | FIS Solutions (India) Private Limited | | | | | | | | | | | | |
| 3. Place of Posting | : | Upper Ground Floor to 7th Floor,
Westend Center One, Survey No. 169/1,
Sector II, Aundh, Pune 411007, INDIA | | | | | | | | | | | | |
| 4. Date of Joining | : | 25th October 2021 | | | | | | | | | | | | |
| 5. Compensation & Benefits | : | <table border="0"> <tr> <td>Annual Base Pay</td> <td>:</td> <td>Rs.</td> <td>465,116 /-</td> </tr> <tr> <td>Performance Pay</td> <td>:</td> <td>Rs.</td> <td>34,884 /-</td> </tr> <tr> <td>Total Compensation (TC)</td> <td>:</td> <td>Rs.</td> <td>500,000 /-</td> </tr> </table> | Annual Base Pay | : | Rs. | 465,116 /- | Performance Pay | : | Rs. | 34,884 /- | Total Compensation (TC) | : | Rs. | 500,000 /- |
| Annual Base Pay | : | Rs. | 465,116 /- | | | | | | | | | | | |
| Performance Pay | : | Rs. | 34,884 /- | | | | | | | | | | | |
| Total Compensation (TC) | : | Rs. | 500,000 /- | | | | | | | | | | | |

Break up of above Compensation details are provided in Annexure 1.

7. **Background Checks** :- Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
8. **Confidentiality** : You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
9. **Notice Period**: Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you 75 days Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving 75 days Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
10. **Probation Period**: You will be on probation initially for a period of 6 months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

11. **Cause for Termination means:** A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.
12. **Hours of work :** Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, You may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The Annexure II needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely



Amol Gupta
People Leader – India & Philippines

ANNEXURE I
Compensation and Benefits

Name: Srushti Himmat Kankate **DOJ** 25-Oct-21

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	19,380	232,560
House Rent Allowance	9,690	116,280
Flexi Benefit Plan^	7,364	88,364
Employer's contribution to Provident Fund	2,326	27,912
BASE PAY (FIXED PAY)	38,760	465,116

Performance Bonus*		34,884
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TOTAL COMPENSATION (TC)		500,000
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ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	11,187
Premium paid by the employer for Group Health Medical Insurance**	24,145

COST TO COMPANY (CTC)	535,332
------------------------------	----------------

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000**

I **Srushti Himmat Kankate**, confirm that I am voluntarily sharing my Personal Information with **FIS Solutions (India) Private Limited** for the following purposes:

- a) Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
- b) Processing my job application including background verification checks and medical checks
- c) Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **FIS Solutions (India) Private Limited**.

In this context, I also agree to the retention of such Personal Information by **FIS Solutions (India) Private Limited** for any future reference/verification and authorize **FIS Solutions (India) Private Limited** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **FIS Solutions (India) Private Limited** and is capable of identifying me.

Name: **Srushti Himmat Kankate**

Signature: _____

Date: _____

Srushti
18/10/2021

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date:07-Jul-2021

Neha Prakash Jadhav
C9727755

At-Post Dhamni, Tal-Ambegaon, Dist-Pune
9579528096

Dear Neha Prakash Jadhav,

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

Job Profile - Application Development Associate

Management Level - 12

Job Family Group- Software Engineering



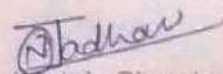
Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached "Terms of Employment". 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 and above in the current degree 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.

Version 2.1 (Feb 2021)

1


candidate's Signature

Reference Id: 77bb1fa9-53af-4f7b-a7aa-47858d1836d5_1
Signed By: Mahesh Vasudeo Zurale

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

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

Pre-Onboard Learning Module: To provide our new joiners with a unique learning experience, Accenture has designed a special online learning module called - Technology Fundamentals Online Learning Program (Hereinafter referred to as "program"). This program further provide details about the training opportunities and terms of training/assessments that were shared with you in your Letter of Intent. To ensure that you have ample time to learn at your own pace, and prepare for the ensuing assessments, you will have complete access to the program for 45 days from the date you receive the training link.

Details of the program and assessment are as below:

- The program is hosted on a virtual platform that you can access from anywhere and it will provide you with all the information and trainings that you need to begin your career at Accenture.
- After going through all the learning modules, you will be required to go through Technology Fundamentals Assessments based on what you have learned in the program.
- On successfully completing the program within 45 days and clearing the program assessments in your first attempt, you will be eligible to receive a learning Incentive of INR 10,000.
- In case you fail to clear the assessments in your first attempt, or do not complete the program within 45 days from the receipt of the training link, you will not be eligible for any learning incentive.
- To clear the assessments, you will need to score a minimum of 60% marks in each assessment test. In case are not able to score the required 60% in your first attempt, you will get two additional attempts where you will need to score a minimum of 65% marks to successfully clear the assessments.
- During each re-attempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you.

Your employment with Accenture is subject to you successfully completing the program assessments mentioned above. In case you are not able to clear the program assessments in three attempts, your offer will stand revoked.

After successful completion of the aforementioned assessments, and after joining the Company, you will need to undergo further training program(s), with specified timeframes, for the specific skill-set assigned to you. Periodic tests will be conducted throughout this training program and you are expected to clear all of them. You will need to score a minimum of 60% marks in each of these tests to clear the Accenture-specific training program. If you are unable to score 60% in your first attempt, you will get two more opportunities to take the test and score the required passing percentage. Your employment with Accenture is subject to you successfully completing the Accenture-specific training program. If you are unable to clear the Accenture-specific training program tests in three attempts, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven 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 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure (II) along with the signed copy of this offer letter and Terms of Employment.

After accepting this offer, we encourage you visit Countdown to the Company (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This on-line, 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.

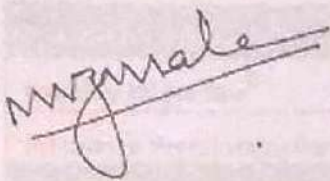
In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to:

<https://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



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

Name - Neha Prakash Jadhav
DOJ - 16-08-2021

[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	383000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32500
Maximum Annual Total earning potential (A+B)	415500
Joining Bonus (Refer to the Section C)	25,000
(D) Additional Benefits	
Gratuity as per law [#]	9500
Insurance Premium(notional value)	
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	450000

(A) Annual Fixed Compensation

• Your annual fixed compensation is INR 383000. 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 programme (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 programme 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 and an additional bonus as per the terms mentioned below.

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

Note: For International Worker Only*

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

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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

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

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

1. Gratuity amount 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. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card 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.

03/11/2021

Mr.Pratik Sul

**A-201 2nd Floor Saraswati Garden S.No-210 Sadesatra Nali Road Hadapsar
Pune, 411028**

Dear Pratik,

Welcome to TietoEVERY family!

We are pleased to offer you the position of **Junior Software Engineer** in Tieto India Private Limited (hereafter referred to as 'Tieto'). The terms and conditions of the Letter Of Intent are given below.

1. Your place of joining will be **Pune**.
2. You are expected to join as early as possible, and not later than **29/11/2021** failing which we presume you are not interested in pursuing a career with us. Accordingly, this offer will be withdrawn and treated as cancelled. Your reporting time on the date of joining is **09.30 AM**.
3. Your fixed annual salary package will be INR **500,000.00 (Five Lakh Rupees Only)**
4. You will be on probation for a period of six months. Based on the continuous comprehensive evaluation of your performance during this period, your services will be reviewed for confirmation.
5. Notice Period: Employee can leave the Company by giving two months' advance notice or two months' gross pay in lieu of notice period. The notice period will be computed exclusive of leave taken by the employee. No resignation notice can be given during the period of leave or weekly off. However due to exigencies of business the Company may at its sole discretion reject the gross pay 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.
6. This offer of employment is conditional and subject to your clearance of the background verification and/ reference checks by an external agency designated by the Company.
7. This is not a regular offer of appointment but a Letter of Intent. The formal letter of appointment will be issued when you join the Company.
8. Please submit the following at the time of your joining:
 - A copy of the experience letter and relieving letter / resignation acceptance letter from your present employer
 - One passport size photograph
9. We reiterate that your compensation is a confidential matter between you and the Company and we will view any breach of confidentiality with the utmost seriousness.

You would be governed by applicable TietoEVERY policies, guideline and processes related to your employment.

We once again would like to thank you for your interest in seeking a career with TietoEVERY and hope you will have a fruitful and successful career with us.

Yours sincerely,

TietoEVERY, India Recruitment

No signature is required as this is a system generated letter.

Ref No.:
EIIPL/HR/
Date:15-Sep-2021

Shivani Diliprao Biradar
Sr. No 167, Sanmitra Colony,
Mahadevnagar, Manjri Road
Hadapsar, Pune 412307

Offer to the post of Trainee Software Engineer

Dear Shivani Diliprao Biradar,

Subsequent to your interview with us, we are pleased to offer you the post of **Trainee Software Engineer** with Expleo Technologies India Pvt Ltd.; your appointment will be effective from the date of joining which shall be as soon as possible but not later than **15-Sep-21**. You are required to confirm your acceptance latest by **13-Sep-21**; failing which, this offer will stand automatically withdrawn. Your cost to the Company will be **Rs 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only)** per annum at the time of joining

You shall be on probation for a period of Six Months from the Date of Joining the services of the company, during which the company will monitor your progress at work. At the end of your probationary period, the company shall review your performance and if found satisfactory, you shall be issued a confirmation order in writing, wherein you will be confirmed into the company's regular roles. If your performance is found unsatisfactory, the company may, at its sole discretion,

- i) extend the period of probation by such further periods as required to properly assess the improvement in your performance, or
- ii) decide not to extend the period of probation, wherein the employment contract shall automatically stand terminated by efflux of time on the expiry of the initial period of probation or extension thereof, as mentioned above.

During probation, your employment can be ceased by either party, by providing two months' notice in writing or two months' gross salary, in lieu thereof, at the sole discretion of the company. On confirmation and thereafter, your services shall be terminable by either party, by providing three months' notice or three months' gross salary in lieu thereof, at the sole discretion of the company. Expleo reserves the sole right to retain the employee during the entire notice period based on its business needs.

You are required to sign:

- An Information Security and Non-Disclosure agreement - this agreement is to protect the interest of the company by maintaining confidentiality of all information, which may be accessible to you in the course of your work.
- A Service Agreement - the Employee is required to undergo specialized technical training for meeting the business requirements. Expleo intends to impart the specialized technical training to the Employee by spending considerable amount of money, time and resources.

This offer is subject to following conditions:

- Successful completion of your medical checkup.
- Validation of your credentials against original documents.

You are requested to report for duty at 09.30 AM at the following address:

Expleo Technologies India Pvt Ltd.,
2nd Floor, Xylem, Plot no 4 & 4A, Dyavasandra Industrial Area,
Mahadevapura Post, Whitefield Road, Bangalore - 560048, Contact No - 080 - 40367000

Contact person: Surender PS

On the date of your reporting, you need to submit the following documents:

- Proof of your qualification, past employment records and all other claims made by you to the satisfaction of the company.
- 2 photographs.

- Copy of your Passport

For Expleo Technologies India Pvt Ltd.,

Kindly sign as a token of acceptance before 31-Aug-2021.

I hereby accept the offer.

Signature Shivani

Name SHIVANI DILIPRAO BIRADAR

Date 17/09/2021

Date 12-11-2021

Dear Shraddha Padwal

Based on our interactions, we are glad to inform you that Phi Commerce Private Limited is pleased to offer you the role of Trainee at our Pune office.

Terms of Offer:

1. Compensation package: Your Compensation would be Rupees Three Lakhs Only (Rs.300000/-).

Additionally you would also be provided Mediclaim Insurance of Rupees Three Lakhs (300000) for you and your family (parents + spouse + children upto 2).

2. Your current posting would be at the Pune office of the Company. You are requested to report on or before November 15, 2021 at 10:00 AM to complete the joining formalities.

3. Your employment will be governed by the terms and conditions of the employment agreement, as contained in the Appointment Letter, which will be shared with you on your joining date.

4. This employment offer letter is open and valid up to the date of joining mentioned in point 2 above.

5. You are required to submit the following documents to the HR Department as part of your joining formalities:

- Educational/professional qualification certificates (Originals + Copies)
- Proof of Age and Permanent/current Residence address, Emergency contact details ▪ Copy of Aadhar Card
- Copy of PAN
- Copy of Passport (front & back page)
- 2 (Two) passport size Photographs
- Appointment Letter duly signed by you indicating your formal acceptance
- Experience letters / Service Certificates / Relieving letter from your past organizations

6. As per Company policy, you will be on probation for a period of Six (6) months from date of your joining. At the end of probation period, based on your performance, your employment will be confirmed.

7. Variable Pay (Performance Incentive) if applicable, would be paid based on half yearly performance review. The employee should be on the rolls of the company on the date of payment of Variable Pay and not serving notice period or performance improvement period or any disciplinary proceedings. Variable pay is due only after successful completion of probation period of six months.

Please confirm your acceptance of this offer by replying to the offer letter email sent to you. We look forward to welcoming you to our team!

For Phi Commerce,



Anil Sharma

Founder Director

Declaration: I accept the offer and will report for duties on _____

Signature _____ Date _____

Name _____

Annexure-1 CTC Breakup

Annual CTC Break Up		
Details	Annual Remuneration (Rs.)	Monthly / Bi yearly
Basic	150000	12500
HRA(@50% of Basic)	75000	6250
Leave Travel Allowance	12500	1042
Supplementary Allowance	33685	2807
Total (A)	271185	22599
Benefits & Retirals		
PF Contribution	21600	1800
Gratuity(@4.81% of Basic)	7215	601
Total (B)	28815	2401
Total (A+B+C)	300000	



OFFER CUM APPOINTMENT LETTER

Abhishek Pandey
R no.28 yashodatta boys hostel, manjari buduruk
pune – 412307
MH
IND

Dear Abhishek,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the “Company” or “Amazon India”), we are very pleased to issue this Offer cum Appointment Letter for the position of **CS Associate(IP)** at **Pune** , India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company.. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your employment with Amazon India will commence on **28-Feb-2022**.

2. Probation

You shall be on probation for a period of 6 months (“Probation Period”) from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with Amazon India with

immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. Duties

- 3.1 You will be employed in the position of **CS Associate(IP)**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.
- 3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 3.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

4. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and later from time to time as appropriate. Certain business teams also operate on 24x7 basis and hence may have rotational shifts or related requirements for their respective team members. Please refer to Amazon's Policies and Procedures for further details.

5. Place of Work

Your initial place of work will be at Amazon India's facility in Pune, India. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

6. Remuneration

6.1 Your salary will constitute of:

Your Annual Base Pay will be Rs. 320,000 per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your salary will compensate you for all hours worked. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year. This will be subject to change if you are found entitled to an increment as set out in Section 6.3 below.

6.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies or your failure to return Amazon India's property.

7. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees'

3

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th
Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka
India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :
U72200KA2004FTC034233

Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhaar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

8. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

9. Confidential Information and Confidentiality Obligations

9.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
 - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

- (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
 - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
 - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
 - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
 - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
 - (13) any copies of the above mentioned information.

9.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the

Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the “Date of Termination”), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

10. Intellectual Property Rights

- 10.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any

person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

10.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact

to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

- 10.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.
- 10.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.
- 10.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

11. Non-Solicitation

- 11.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and
- 11.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the

employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

12. Employee Data Protection

- 12.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 12.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

13. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

14. Termination of Employment

- 14.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.
- 14.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:
- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
 - (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
 - (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
 - (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;

- (v) are convicted for any offence under any law for the time being in force in any jurisdiction; and/or
- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

14.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

15. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

16. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

17. New Hire Background Investigation

17.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.

- 17.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.
- 17.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.
- 17.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 6 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

18. Foreign Nationals

- 18.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.
- 18.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.
- 18.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

19. Representations and Warranties

You hereby represent and warrant to the Company that:

- 19.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;

- 19.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 19.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary or trade secret information of a third party (including a former employer);
- 19.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 19.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 19.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider to your Primary address recorded with us or email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

21. Waiver

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the

Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

22. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

23. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

24. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to construe you as an independent contractor of the Company.

25. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the

Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

26. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

27. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

28. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

29. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

30. Survival

Your obligations under Sections 9, 10, 12, 14, 21, 22, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

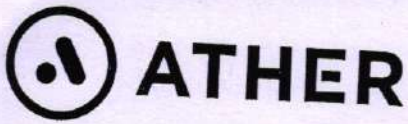
AUTHORIZATION

By

Signed by: VAIBHAV RASHMIKANT DALAL
Date: 2022.02.18 10:56:01 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



Appointment Letter

Ref No : INDA/2021/45

Date: 02 Aug 2021

Mr.Yogesh Madhukar Jadhav
Vaiduwadi,S.B. Road,Pune -411016

Ref:Our Technical Interview held on 23 Aug 2021

Dear Yogesh,

We refer to our discussions and offer letter dated 02 Aug 2021, we have pleasure in offering you an appointment as **Product Specialist**, in our Sales Department, Bhandarkar Road, with effect from 02 Aug 2021. The terms and conditions, as applicable as on date are presented below. Further, the terms and conditions are subject to such rules as are in force and amended from time to time:

1. It is your contractual obligation with the company:

- *To diligently, faithfully and to the best of your skill and ability, serve the Company and perform all the duties, entrusted to you from time to time.*
- *To devote and comply with all orders and directions given to you by the Company and faithfully observe all the Rules, Regulations and arrangements of the Company for the time being in force.*
- *To devote and give the whole of your time exclusively to your duties with Company and while serving the Company, shall not engage without prior consent in writing of the Company directly or indirectly, with or without remuneration in any trade, business, occupation, employment, service or calling nor shall you undertake any activity which is contrary to or inconsistent with your obligations under this appointment letter. Not directly or indirectly take up any employment or provide any service or carry on any business either in partnership with others or on your own account with any organization, firm or Company, or individual engaged in business similar to or in any way competitive with the employment or business of the company.*

2. Not at any time either during the continuance of the appointment or at any time thereafter except by the prior direction in writing of the company, divulge or disclose either directly or indirectly, to any person, firm or body corporate any knowledge or information which you may acquire during the course of or incidental to your employment concerning the affairs or the property of the company or any activity, business or transaction in which the company may be or may have been concerned or interested whether directly or indirectly.

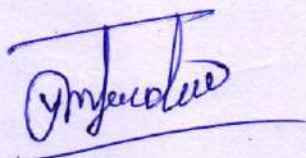
3. The details of entitlement of your salary as discussed with you while making the offer are mentioned in a separate annexure to this appointment letter.

Ather Space Pune

(B.U. Bhandari Auto lines Pvt.Ltd.)

Bilvakunj Apartments, Law College Road, Bhandarkar Road, Near Yes Bank, Pune 411004.
Contact No.: +91 80 9522 1155 | Email ID : ather@bubhandari.net | Web.: www.atherenergy.com

4. Normally, your probation period is for 6 months. It continues, unless and until, you are specifically confirmed in writing. Your confirmation in the appointment / employment depends solely on your satisfactory performance during this period. The company reserves the right to extend your probation period or terminate your services, as it may deem fit, anytime, during or on completion of the probation period.
5. You are required to contribute to Employees Provident Fund, as per the rules.
6. You will be part of a Performance Management Scheme vide which you shall be entitled to a Performance Linked Pay, as per the rules.
7. You will be expected to travel on Company's work as and when required. When such travel is undertaken, you will be reimbursed expenses incurred in accordance with Rules applicable
8. You are eligible for leave as per the rules of the Company.
9. Any revisions in the aforesaid terms that may be introduced by the Company while you are on probation are made applicable to you, only after your confirmation in the employment.
10. For the purpose of terminating this employment after confirmation either party is required to give notice of 1 Months in writing or salary in lieu thereof to the other party. During the probationary period, however, 15 days notice or salary in lieu thereof in writing is adequate. 'Notice Pay' for the purpose of this clause will include all components of your monthly Cost to Company except P.F., Gratuity, and Bonus.
11. In the event of separation, you are required to hand over charge to such a person nominated for this purpose by the Company and shall deliver all such articles and effects of the Company as may be in your possession, including notes, note-books and all correspondence addressed to you by the Company, or received by you, for and on behalf of the Company.
12. Upon separation from the employment with this Company for any reason whatsoever, you shall not accept employment or association with any organization engaged in the manufacturing, sale or service and repair of the same product and services or similar to those of this Company for a period of three years from the date of separation.
13. All matters and disputes between the Company and you relating to your employment or arising there from shall be subject to the jurisdiction to the Courts of Pune.
14. Your super-annuation from the services of the Company will be on attaining the age of years.
15. Although your initial posting will be at our Bhandarkar Road, please note that your services can be transferred to anywhere in India and abroad any of the Company's other establishments either existing or those established in the future.
16. You will be reporting to the EC Manager.

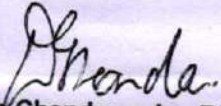


Please initial each page of the copy of this letter and return the signed copy to us as a token of your acceptance of the terms and conditions.

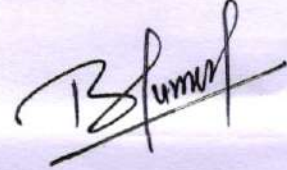
We welcome you, and look forward to a mutually beneficial association.

Yours sincerely,

For B U Bhandari Autolines Pvt Ltd - (AE)

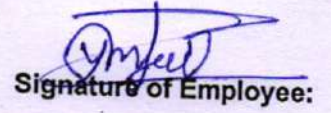


Deven Chandravadan Bhandari
Director



Umesh Baban Borhade
General Manager

Date 12/09/2021


Signature of Employee:

Date: 02 Aug 2021

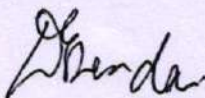
Name : Yogesh Madhukar Jadhav

Designation : Product Specialist

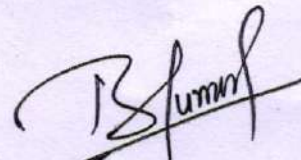
Department: Sales

Allowance	Amount	Description
Earnings		
Basic	4,750	Earnings Allowance
House Rent Allowance	475	Earnings Allowance
Conveyance Allowance	500	Earnings Allowance
Proficiency Allowance	9,275	Earnings Allowance
Monthly Gross	15,000	
Employee's Contribution		
Provident Fund Employee	570	EE PF Contribution
ESIC Employee	113	Employee State Insurance Employee
Professional Tax	200	Statutory Deduction
Total Employee's Contributions	883	
Monthly Net	14,117	
Employer's Contribution		
PF Employer	570	Provident Fund Employer
ESIC Employer	488	Employee State Insurance Employer
Total Employer's Contributions	1,058	
Annual Components		
Bonus	700	Statutory Bonus
Total Annual Components	8,400	
Annual CTC	201,096	

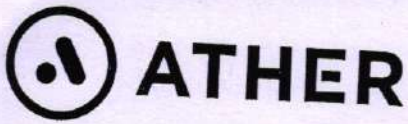
For B U Bhandari Auto Lines Pvt. Ltd



Devan Chandravadan Bhandari
Director



Umesh Baban Borhade
General Manager



Appointment Letter

Ref No : INDA/2021/45

Date: 02 Aug 2021

Mr.Yogesh Madhukar Jadhav
Vaiduwadi,S.B. Road,Pune -411016

Ref:Our Technical Interview held on 23 Aug 2021

Dear Yogesh,

We refer to our discussions and offer letter dated 02 Aug 2021, we have pleasure in offering you an appointment as **Product Specialist**, in our Sales Department, Bhandarkar Road, with effect from 02 Aug 2021. The terms and conditions, as applicable as on date are presented below. Further, the terms and conditions are subject to such rules as are in force and amended from time to time:

1. It is your contractual obligation with the company:

- *To diligently, faithfully and to the best of your skill and ability, serve the Company and perform all the duties, entrusted to you from time to time.*
- *To devote and comply with all orders and directions given to you by the Company and faithfully observe all the Rules, Regulations and arrangements of the Company for the time being in force.*
- *To devote and give the whole of your time exclusively to your duties with Company and while serving the Company, shall not engage without prior consent in writing of the Company directly or indirectly, with or without remuneration in any trade, business, occupation, employment, service or calling nor shall you undertake any activity which is contrary to or inconsistent with your obligations under this appointment letter. Not directly or indirectly take up any employment or provide any service or carry on any business either in partnership with others or on your own account with any organization, firm or Company, or individual engaged in business similar to or in any way competitive with the employment or business of the company.*

2. Not at any time either during the continuance of the appointment or at any time thereafter except by the prior direction in writing of the company, divulge or disclose either directly or indirectly, to any person, firm or body corporate any knowledge or information which you may acquire during the course of or incidental to your employment concerning the affairs or the property of the company or any activity, business or transaction in which the company may be or may have been concerned or interested whether directly or indirectly.

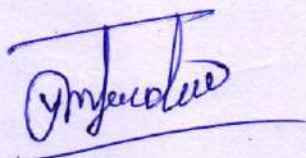
3. The details of entitlement of your salary as discussed with you while making the offer are mentioned in a separate annexure to this appointment letter.

Ather Space Pune

(B.U. Bhandari Auto lines Pvt.Ltd.)

Bilvakunj Apartments, Law College Road, Bhandarkar Road, Near Yes Bank, Pune 411004.
Contact No.: +91 80 9522 1155 | Email ID : ather@bubhandari.net | Web.: www.atherenergy.com

4. Normally, your probation period is for 6 months. It continues, unless and until, you are specifically confirmed in writing. Your confirmation in the appointment / employment depends solely on your satisfactory performance during this period. The company reserves the right to extend your probation period or terminate your services, as it may deem fit, anytime, during or on completion of the probation period.
5. You are required to contribute to Employees Provident Fund, as per the rules.
6. You will be part of a Performance Management Scheme vide which you shall be entitled to a Performance Linked Pay, as per the rules.
7. You will be expected to travel on Company's work as and when required. When such travel is undertaken, you will be reimbursed expenses incurred in accordance with Rules applicable
8. You are eligible for leave as per the rules of the Company.
9. Any revisions in the aforesaid terms that may be introduced by the Company while you are on probation are made applicable to you, only after your confirmation in the employment.
10. For the purpose of terminating this employment after confirmation either party is required to give notice of 1 Months in writing or salary in lieu thereof to the other party. During the probationary period, however, 15 days notice or salary in lieu thereof in writing is adequate. 'Notice Pay' for the purpose of this clause will include all components of your monthly Cost to Company except P.F., Gratuity, and Bonus.
11. In the event of separation, you are required to hand over charge to such a person nominated for this purpose by the Company and shall deliver all such articles and effects of the Company as may be in your possession, including notes, note-books and all correspondence addressed to you by the Company, or received by you, for and on behalf of the Company.
12. Upon separation from the employment with this Company for any reason whatsoever, you shall not accept employment or association with any organization engaged in the manufacturing, sale or service and repair of the same product and services or similar to those of this Company for a period of three years from the date of separation.
13. All matters and disputes between the Company and you relating to your employment or arising there from shall be subject to the jurisdiction to the Courts of Pune.
14. Your super-annuation from the services of the Company will be on attaining the age of years.
15. Although your initial posting will be at our Bhandarkar Road, please note that your services can be transferred to anywhere in India and abroad any of the Company's other establishments either existing or those established in the future.
16. You will be reporting to the EC Manager.

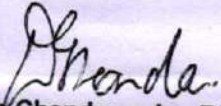


Please initial each page of the copy of this letter and return the signed copy to us as a token of your acceptance of the terms and conditions.

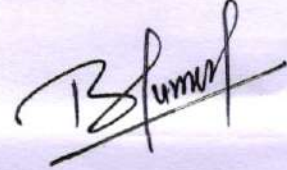
We welcome you, and look forward to a mutually beneficial association.

Yours sincerely,

For B U Bhandari Autolines Pvt Ltd - (AE)

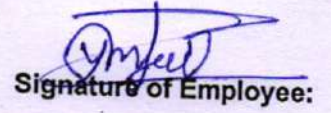


Deven Chandravadan Bhandari
Director



Umesh Baban Borhade
General Manager

Date 12/09/2021


Signature of Employee:

Date: 02 Aug 2021

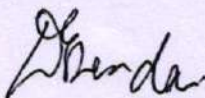
Name : Yogesh Madhukar Jadhav

Designation : Product Specialist

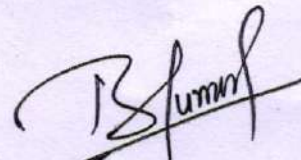
Department: Sales

Allowance	Amount	Description
Earnings		
Basic	4,750	Earnings Allowance
House Rent Allowance	475	Earnings Allowance
Conveyance Allowance	500	Earnings Allowance
Proficiency Allowance	9,275	Earnings Allowance
Monthly Gross	15,000	
Employee's Contribution		
Provident Fund Employee	570	EE PF Contribution
ESIC Employee	113	Employee State Insurance Employee
Professional Tax	200	Statutory Deduction
Total Employee's Contributions	883	
Monthly Net	14,117	
Employer's Contribution		
PF Employer	570	Provident Fund Employer
ESIC Employer	488	Employee State Insurance Employer
Total Employer's Contributions	1,058	
Annual Components		
Bonus	700	Statutory Bonus
Total Annual Components	8,400	
Annual CTC	201,096	

For B U Bhandari Auto Lines Pvt. Ltd



Devan Chandravadan Bhandari
Director



Umesh Baban Borhade
General Manager