



Ms. Anjali Jarag A/P:Sarawade,Tal-Radhanagari, Main Road Sarawade Kolhapur-416212 India

Ph: +91-9049959350

Dear Anjali,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08 3:36:33 IST
Reason: Digitalty Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
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HRD/1002393647/21-22

September 8, 2021

Ms. Anjali Jarag A/P:Sarawade,Tal-Radhanagari, Main Road Sarawade Kolhapur-416212 India

Ph: +91-9049959350

Dear Anjali,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

### **Joining**

Your scheduled date of employment with us will be 20-Sep-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

### **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



### **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

### Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## **Compensation and Benefits**

### **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

# **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

### **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

### **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

## **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

# **RICHARD LOBO**

**EVP and Head Human Resources - Infosys Limited** 

I have read, understood and	agree to the terms	and conditions	as set forth in th	nis offer letter.
Date:	, 20	-		
Sign your name				
Print your full Name	Location	_		

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08.3:36:33 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
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# **ANNEXURE - I** (Compensation during the Training)

COMPENSATION DETAILS (All figures in INR per month)			
NAME	Ms. Anjali Jarag		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONI	ENTS		
BASIC SALARY		15,000	
BASKET OF ALLOWANC	CES	4,478	
BONUS / EX-GRATIA (95 monthly basis)	% of the eligible amount (20% of Basic Salary) being paid out on a	2,850	
MONTHLY GROSS SALA	ARY	22,328	
2. ANNUAL COMPONEN	T		
BONUS / EX-GRATIA - (B the advance (95%) paid out	Balance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150	
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12%	of Basic Salary	1,800	
GRATUITY - 4.81% of Basic Salary*		722	
FIXED GROSS SALARY	(1+2+3)	25,000	
TOTAL GROSS SALARY	7	25,000	

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



# **ANNEXURE - II**

(Compensation post Unit allocation)

			NSATION DE res in INR per			
NAME	Ms. Anjali Jarag					
ROLE	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Trainee				
1. MONTHLY COMPON	NENTS					
BASIC SALARY						15,000
BASKET OF ALLOWAN	CES					4,478
BONUS / EX-GRATIA (9 monthly basis)	5% of the eligible amount (	20% of Basic	Salary) being p	paid o	ut on a	2,850
MONTHLY GROSS SAI	LARY					22,328
2. ANNUAL COMPONE BONUS / EX-GRATIA - ( the advance (95%) paid ou	Balance 5% will be paid ou	t in the end o	f the financial y	/ear af	iter adjusting	150
3. RETIRAL BENEFITS						
PROVIDENT FUND - 129	% of Basic Salary					1,800
GRATUITY - 4.81% of Ba	asic Salary*					722
FIXED GROSS SALARY	Y (1+2+3)					25,000
4. INCENTIVE COMPO	NENTS		At an indicat Payout of 5%		At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI) 1,250 2,500				2,500	5,000	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)				out 5% of FGS)	26,250	
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compon	ent at indicativ	ve pay	vout 10% of FGS)	27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000		
		OTHE	R BENEFITS			T
Scheme	Eligible Amount In INR	Interest		Mont	thly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security) as per Company's policies, v	Nil		12		Nil

allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be

determined in strict accordance with the provisions of the Payment of Gratuity Act

allowance policy at that time



**Offer: Computer Consultancy** 

Ref: TCSL/DT20207105167/Mumbai

Date: 13/08/2021

Mr. Akash Bhagvan Patil At/Po. Kuditre Factory Side Koparde Tal. Karveer Dist. Kolhapur, Factory Side, Kolhapur-416204, Maharashtra. Tel# 91-9075897576

Dear Akash Bhagvan Patil,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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# **COMPENSATION AND BENEFITS**

# **BASIC SALARY**

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

# **BOUQUET OF BENEFITS (BoB)**

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

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

# 1. House Rent Allowance (HRA)

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

### 2. Leave Travel Allowance

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

#### 3. Food Card

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



# PERFORMANCE PAY

# **Monthly Performance Pay**

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

# **Quarterly Variable Allowance**

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

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

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

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

# **CITY ALLOWANCE**

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

#### OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

### 1. Basic Cover

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

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### TATA CONSULTANCY SERVICES



ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

# **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

# Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

# **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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# RETIRALS

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

# Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

# 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

### 3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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### TATA CONSULTANCY SERVICES



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

# 4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

#### 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### 6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior

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written permission of TCSL.

# 9. Confidentiality Agreement

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

# 10. Service Agreement

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

# 11. Overseas International Assignment Agreement

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

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

#### 12. Terms and Conditions

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

#### 13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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### TATA CONSULTANCY SERVICES



day-to-day conduct as an associate of TCSL.

#### 14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 15. Retirement

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

### 16. Pre-employment Medical Certificate

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

# 17. Employment of Non Indian Citizens

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

# 18. Background Check

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

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#### 19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
- \*There is no criminal offence registered/pending against you
- \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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

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- \*Passport
- \*NSR E-Card

# 20. TCS Xperience Program

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

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

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

# 21. Letter of Appointment

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

# 22. Rules and Regulations of the Company

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

### 23. Compliance to all clauses

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



# 24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees 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

Lordin.

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres

Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Akash Bhagvan Patil	
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

<sup>#</sup> 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.

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

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

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

<sup>\*\*\*</sup> 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.



# **Annexure 2**

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



#### **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 filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



# 4. Prior knowledge

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

# 5. Use of third party material

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

# 6. Security policies and Guidelines.

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

# 7. Restriction on Associate's Rights

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

#### 8. No License

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



# 9. Equitable Rights

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

#### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



September 21, 2021

# **CDK Global (India) Private Limited**

Regd. Office: 4th & 5th Floor, Building 12B, Sundew Properties Ltd-SEZ, Raheja Mindspace, Madhapur, Hyderabad - 500 081, Telangana, India. Phone: +91 40 6756 6000 CIN: U72900TG2014PTC103685

Ms. Ankita Devare 15,Shri Dadasaheb Chougule Colony, Saikung Building, Nagaon-Phata,Nagaon, Kolhapur Kolhapur 416122.

Dear Ankita,

Congratulations! Subsequent to the discussions we had with you recently, we are pleased to offer you an appointment at **CDK Global (India) Private Limited** (also referred to as 'CDK Global' or 'the Company'). Please find the details below:

**Job Title:** Assoc Software Engineer

Job Level: 10

**Date of Joining:** On or before September 23, 2021

Compensation: Gross Compensation of INR. 450,000/- (Rupees Four Lakhs Fifty Thousand

Only) per year. (Details are attached)

**Notice Period:** In case of resignation / termination of services, either party will be required to

give a two month notice in writing.

**Place of work:** Your initial place of work will be at Pune. You may be asked to relocate to any

of our units, departments or the offices of our affiliates, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant policies of the Company in that work

location.

If you choose to accept this job offer and comply with the terms and existing policies which are modified from time to time, we request you to confirm your acceptance by signing a copy of this letter and sending it across to us within 2 days, failing which this offer of employment is liable to be invalid.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the Company. For purposes of this offer letter, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

Details of your offer along with terms & conditions of your employment offer are attached.

We congratulate you on your appointment and wish you a long and successful career with CDK Global.

Sincerely,

**Arvind Chaturvedi** (Managing Director)

Note: This document is issued in strict confidence and the details should not be shared with anyone



# **Salary Annexure**

Name Ankita Devare

Job Title Assoc Software Engineer

Job Level

Salary Components (Monthly)	Amount (INR)
Basic Salary	11,250
House Rent Allowance (40% of Basic Salary)	4,500
Conveyance Allowance	1,600
Flexible Benefits*	2,575
Special Allowance	12,234
Broadband/Internet Allowance	1,000
Advance Statutory Bonus	2,000
Retirals (Monthly)	
Provident Fund**	1,800
Gratuity	541
<b>Total Annual Salary</b>	450,000

<sup>\*</sup>Leave Travel Allowance and Children Education Allowance.

All payments shall be subject to applicable taxes and statutory withholding.

<sup>\*\*</sup> PF will be deducted as per the statutory norms.



#### **Terms and Conditions**

### 1. Working Hours

The Company operates 7 days a week, twenty-four hours a day. You will be expected to attend office and work during the hours assigned to you by your leaders which may include night shifts. You will be required to work 5 days a week and your weekly off may not necessarily be on Saturday and Sunday.

### 2. Confidentiality

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of CDK Global or any Group Company for the time being confidential to CDK Global or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of CDK Global or any Group Company or any of its or their suppliers, customers, clients, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) matters with which CDK legal department is involved and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential,

You are required to maintain an appropriate standard of confidentiality as may be instructed by the Company from time to time. Any disclosure of Confidential Information (including personal information kept on computer or other media) made unlawfully or without written permission from the Company outside the proper course of duty will be treated as a serious disciplinary offence and may result in dismissal.

Your obligations of confidentiality shall apply during your employment or afterwards All notes, memoranda, records and other documents relating to the business of CDK Global in your possession are and shall remain the property of CDK Global and shall be handed over by you to CDK Global on demand and, in any event, upon termination of your employment. You should understand that any breach of this clause would constitute a serious disciplinary offence for which you may be dismissed. Should you breach this clause after your employment has ended, the Company may take legal appropriate civil and criminal action against you.

You hereby give explicit consent to Company installing on IT equipment used in the performance of your duties software and tools designed to protect the Confidential Information of CDK Global (Security Tools). By signing this letter, you acknowledge that, while the Security Tools have the objective of protecting Confidential Information, they may potentially as a consequence of their operation collect, store, handle, process some of your sensitive personal data such as bank account numbers, credit card numbers, Aadhar card number etc., from time to time. The Company shall delete such personal sensitive information which was captured as a consequence of the operation of the Security Tools as soon as practical. The Company will not utilize your data for any purpose other than the protection of Confidential Information. In the event that you request the deletion of such data, the Company shall endeavor to delete such data as soon as it may be practically possible. Further, in the event of your separation from the Company on account of any reason, Company shall forthwith endeavor to delete your data as soon as it may be practically possible.



### 3. Authenticity

Please note that this offer is subject to the authenticity of the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the Company reserves the right to immediately terminate your services.

#### 4. Documents

Our offer is subject to the completion of separation formalities at your previous employer. At the time of joining the Company, you are required to produce a copy of the relieving letter (if you have previous work experience) from your last employer.

#### 5. Permanent Account Number (PAN)

PAN is mandatory under Income Tax Act, 1961 for processing the salaries. In the absence of PAN, TDS would be deducted as per the applicable provisions of Income Tax Act, 1961.

#### 6. Statutory Benefits

**Provident Fund:** Provident Fund will be deducted from your salary as per Employees Provident Fund and Miscellaneous Provisions Act, 1952 (EPF). The Company will also contribute a matching amount towards your Provident Fund (PF). The PF related components of the compensation would be governed by the relevant statutory laws as may be applicable from time to time.

<u>Gratuity:</u> The Gratuity is paid to the associates as per the Gratuity Act, 1972 and would be governed by the relevant statutory laws as may be applicable from time to time.

#### 7. Statutory Compliance

Income Tax and Profession Tax or any other payments will be deducted from your salary, as per applicable provisions of the applicable statutory laws and rules made thereunder.

#### 8. Flexible Benefits

The Flexible Benefit is a key component in your Total Annual Salary. It allows you the flexibility to claim tax exemption benefit, as per Income Tax norms / rules in practice for the given financial year.

### 9. Health Insurance

You and your dependents will be covered as per the existing Mediclaim Insurance Policy provided by the Company.

#### 10. Personal Accident Insurance

You will be covered as per the existing Group Personal Accident Insurance Plan provided by the Company.



#### 11. Leave

You are eligible for Privilege Leaves and Casual Leaves as per the Company policy. You are also entitled to avail the Public Holidays as per the Company policy. Leave should be taken, as mutually agreed between you and the reporting Manager.

For those members who joined the Company after January 1st, Leave entitlement for the period between your date of joining and 31st of December will be allocated on a pro rata basis.

### 12. Background Checks / Advanced Background Checks

Background checks (Address, Criminal, Education, Employment, Reference checks or any other check as required by the Company from time to time) are conducted for all associates. Additionally, Advanced Background Checks (Criminal, Education & Employment from the time the associate turned 18 till present along with Address details where the associate has resided in the past 10 years) may be conducted for associates depending on the Company policy / business need. If the information provided by you is misrepresented, the Company would take appropriate action leading up to termination of employment.

Please note that this offer is subject to the authenticity of the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the Company reserves the right to immediately terminate your services.

#### 13. Relocation Assistance

If you are joining from outside Pune, you may avail the Company -paid accommodation for two weeks. To avail the facility, you need to send an e-mail to \_a4351@cdk.com, confirming your requirement for such accommodation at least 15 days prior to the date of joining.

You are eligible for relocation assistance towards travel, expenses towards movement of goods and household articles (including insurance), brokerage, per diem and miscellaneous expenses subject to a maximum amount upto Rs. 60,000 if you are relocating with your family (dependant parents/in-laws, spouse & kids). If you are relocating without your family, you can claim upto Rs. 30,000. The claims are subject to submission of original bills (wherever applicable).

In case you leave the Company, for any reason, within one year, you will be required to refund the relocation amount to the Company.





#### 29-Aug-2021

### **Dear Ankita Devare**, B.Tech, Computer Science & Engineering Ashokrao Mane Group of Institutions, Kolhapur

#### Candidate ID - 17145608

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Programmer Analyst Trainee

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500** /- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR Rs. **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

#### Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

- 2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
- 3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized



based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

- 3.1 Cognizant Internship:
- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- 3.2 Continuous Skill Development (CSD) Program:
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.
- 3.3 GenC Training Post joining:
- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal onthe-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar

Vice President - Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:



### Compensation and Benefits

Name: Ankita Devare Designation: Programmer Analyst Trainee

SI. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



### **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

### **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.
- \* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to
- 1. Choose from a bouquet of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings
- \*\* Incentive Indication: Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.
- \*\*\*Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



### Employment Agreement - Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between: Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai -600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART; **AND** Ankita Devare, 22, residing at \_ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART. The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

#### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

## 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

## 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices.
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

### 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

### 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## 9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

RI'qd. Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

# 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

### 15. Termination of Employment

- a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:
- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations



• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	[Name of Employee]
Sign:Name:	Sign: Name:



August 10, 2021

#### Amruta Balakrishna Sutar

Dear Amruta Balakrishna Sutar,

Following our recent discussions, we are pleased to offer you employment with Analytics Quotient Services India Private Limited (A KANTAR Company) at Bangalore office. You will be employed in the position of **Software Developer - Data Strategy & Engineering**, and you will report to **Mr. Prakash Pratap Mishra.** 

Your terms and conditions of employment are set out below and in Annexure A.

#### **Definitions**

In this Agreement (and any Annexures to it), the following definitions apply:

"Confidential Information" means all trade secrets and confidential information relating to the Company or any Group Company, its or their businesses and its or their past, current or prospective clients and suppliers and their respective businesses, including but not limited to the information referred to in Part 1 of Annexure B.

"Duties" means the duties you owe to the Company and/or each Group Company, whether expressly set out or referred to in this Agreement or as implied by law (taking into account your status and seniority within the Company and/or the Group).

"Intellectual Property" shall mean, all intellectual and industrial property and all rights therein including, but not limited to, all inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, model, concept, idea, method, database, discoveries, proprietary information, trade marks, trade name, websites, internet domain names, logos, art work, slogans, know-how, technical information, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer programme or software and preparatory and design materials), and all works protected by rights or forms of protection of a similar nature of having equivalent effect anywhere in the world.

"Group Company" means and includes KANTAR and its subsidiaries and any holding company of KANTAR and any subsidiary of such holding company (all as defined in the Indian Companies Act 2013) and any associated company (which expression shall mean any other company of which the Company, KANTAR or any holding company of KANTAR or any subsidiary of the Company, KANTAR or any holding company of KANTAR beneficially holds not less than 20% of the equity share capital). Any references to "Group Companies" will be read accordingly.

# Date of Joining

On or before: August 16, 2021



The standard joining time is between 9.00 a.m. to 11.00 a.m. on the said date of joining. If you join any time later than the time prescribed, the Company reserves the right to cancel/annul the offer of employment unless and until communicated by the Company otherwise.

#### Remuneration

Your total compensation will be Rs. 4,00,000/- per annum. Out of this:

- The fixed component is Rs. 3,25,000/- per annum. The break-up of the CTC is attached in Annexure A;
   and
- 2. **Rs. 75,000/-** will be paid as retention bonus, at the end of 12 months (1 year) from the date of joining. Should you leave within this period you will not be eligible for the said amount.

#### **Probationary Period**

You will be on probation for six months from the date of joining, however, the probation period may be extended by the Company at its discretion. During the probationary period, your employment can be terminated by either party by giving not less than two months' notice in writing or payment in lieu of notice. However, the Company may, with "cause", terminate this agreement immediately, if you are found to be in material breach of any of the terms of your employment and the Company Policy. Upon satisfactory completion of the probation period, as determined by the Company, you will be informed about the conversion of your employment to a permanent status.

During the probation period and thereafter, you will be required to comply with the rules, regulations and policies of the Company (and the Group Company of which it is a part) from time to time.

### **Remuneration Confidentiality**

Your salary and this contractual arrangement is a matter of strict confidentiality. It is between you and the Company and should only be discussed with the undersigned and/or the Human Resources Department. By signing this agreement, you agree to comply with the confidentiality restriction in relation to the contractual agreement of this offer. Breaching the confidentiality restriction may result in legal action from the Company.

### **Statutory Schemes**

You will be enrolled in the Company's Mandatory Provident Fund and Gratuity Scheme.

The Company will make monthly contributions for you under the Company's Mandatory Provident Fund Scheme as per the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 at the rate of 12% of your monthly basic salary and of such allowances as are required by law provided that you also pay 12% of your monthly basic salary and of such allowances as are required by law. By signing this agreement, you consent to the Company deducting such contributions from your monthly basic salary and from such allowances.

On the termination of your employment, you may be entitled to be paid gratuity in accordance with the Payment of Gratuity Act, 1972, provided you meet the eligibility criteria set out in that Act.



#### **Annual Leave**

The leave to which you are entitled is provided in the Company's policy. Annual leave can only be taken after the approval of your manager.

### **Working Hours**

The standard working hours are from Monday to Friday, 9:00 a.m. to 6:00 p.m., with one hour for lunch. However, given the nature of our work, you may be required to work additional hours as directed by your supervisor or as may be necessary for the proper performance of your Duties.

#### **Taxation**

You are responsible for filing a statement of your earnings with the Indian Income Tax Department and any salaries tax shall be on your account.

#### **Medical Scheme**

You will be enrolled in AQ India group medical scheme subject to the provisions of the scheme/plan as in force from time to time.

#### **Retirement Scheme**

All employees on the rolls of the Company will retire from the services of the Company on reaching the age as per the State statutory act / 60 years.

### **Termination of Employment**

Subject to the provisions of this agreement entitling either party to terminate your employment during your probationary period and the provisions entitling the Company to summarily terminate your employment, your employment can be terminated by either party by giving two months' notice in writing or payment in lieu of notice.

It is mandatory for you to observe the notice period and during any period of notice, you must give the Company all necessary assistance and co-operation in ensuring a smooth and orderly hand over of the responsibilities of your role as the Company reasonably requires. Upon the termination of your employment with the Company, for whatever reason, you shall cease to: (a) be entitled to any benefits listed under this agreement and in the Employee Policy Guide; and (b) hold yourself out to be associated with the Company in any manner.

### **Summary Termination**

Your employment may be terminated by the Company without notice or payment in lieu of notice if, in the opinion of the Company, one or more of the following events occur:

- 1. you willfully disobey a lawful and reasonable order;
- 2. you are found under the influence of or consuming drugs, alcohol or other banned substances in the Company's premises;



- 3. you are responsible for, by way of act or omission, gross misconduct or willful neglect in the discharge of your Duties;
- 4. you are found habitual of taking unauthorized or unapproved leaves or are absent from office for long/continuous period without prior approval of your manager or overstaying on leaves with or without proper notice/reason;
- 5. you commit any serious breach or repeat or continue (after warning) any material breach of your obligations of this agreement or any policies applicable to you from time to time;
- 6. you behave in such a way as to bring yourself or the Company or any Group Company into disrepute or do or omit to do anything which is or might reasonably be expected to become materially prejudicial to the interests of the Company;
- 7. you commit an act of fraud or dishonesty or other improper conduct relating to the Company or any Group Company, any of its employees or otherwise;
- 8. you are charged with any criminal offence (including in particular any offence involving dishonesty or violence);
- 9. you commit any deliberate act of harassment, discrimination or victimisation on any discriminatory or other prohibited grounds;
- 10. you solicit or attempt to solicit/entice any client, customer, distributor, supplier, employee or consultant of the Company or any Group Company;
- 11. you are habitually neglectful of your Duties; or
- 12. your actions fall within any other ground set out in the Karnataka Shops and Establishment Act, 1961, justifying summary dismissal.

Upon the occurrence of any of the events set out above, the Company may suspend you for so long as it may be necessary to carry out a proper investigation and hold any disciplinary meeting. During any such period of suspension you must not attend work nor carry out any of the responsibilities of your role unless specifically required to do so by the Company in writing. You must also comply with any other reasonable instructions given to you by the Company during any such period of suspension.

## **Background and References Check**

We would be conducting a background and references check on your employment details to which you hereby grant your consent. Your employment with us and your continuation in service is contingent upon our obtaining a satisfactory report on the background check conducted by our approved agency relating to employment, experience, work history etc. If any of the information provided by you is found to be inaccurate, now or later, necessary action, including termination of employment, will be at the Company's discretion. In certain customer projects, our customers may request additional checks which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications and professional experience, hence, we understand that you shall provide proofs of such qualifications and experience which we find satisfactory when asked by us or our background check agencies.



#### **Business Expense Recovery**

In case of your exit under any circumstances within 1.6 years (less than or equal to 18 months), the business expenses paid in the said period by the Company will be recovered in full. This will include relocation, business travel and stay, visa processing fee/international work permits, any other committed payments paid for the year and specialised training costs incurred on you during the year. Notice period of two months will not be counted for the above said duration for recovery.

### **Employee Policy Guide**

The Employee Policy Guide stipulates other employment terms and benefits not otherwise covered in this agreement. The Company reserves the right to vary and/or change those terms and benefits set out in the Employee Policy Guide from time to time. This agreement, together with any contractual sections of the Employee Policy Guide, constitutes the entire agreement between you and the Company in respect of your employment and shall supersede any subsisting agreement, arrangement or understanding in relation to your employment.

#### **Travel and Transfer**

You may be required to travel both inside and outside of Bangalore on the business of the Company from time to time.

You acknowledge that you may, from time to time, be required by the Company to be transferred to any other office of the Company as and when circumstances require. We confirm that any such transfer will be by mutual agreement and will include relocation costs as per the Company's policy.

### Solicitation

You acknowledge that the Company has, amongst others, an interest in the stability of its workforce. To protect this interest, you shall not, during your employment or for a period of 12 months after the date of cessation of your employment, either on your own account or in conjunction with or on behalf of any other person, solicit, entice or encourage or endeavor to solicit, entice or encourage (or assist any other person whether by means of the supply of names or expressing views on suitability or otherwise howsoever to solicit, entice or encourage) the termination of the employment with the Company, of an employee, director or consultant from the same or related department with specific knowledge, skills or expertise located in the territory of your employment, and who, at the date of your cessation of employment or at any time within a period of 12 months prior to the cessation of your employment, was employed with the Company, whether or not any such individual would commit a breach of contract by reason of leaving service with the Company. The application of this restriction is specifically limited to those employees, directors and consultants who conform to the requirements above and shall not apply to any other employee, director or consultant of the Company.

You shall not, during your employment or for a period of 12 months after the date of cessation of your employment, solicit or attempt to solicit/entice any client, customer, distributor or supplier of the Company or the Group Company or any prospective client with whom negotiations were ongoing during your employment.



#### **Exclusivity**

While employed by the Company, you will not:

- 1. be an employee of, or be engaged in any other capacity by, any company or organisation other than the Company, unless authorised in writing by the Company; or
- 2. be involved in any capacity in providing services, directly or indirectly, to any other person in respect of any business which is similar to or which does or might reasonably be expected to compete or conflict with any aspect of the business of the Company or any Group Company which may otherwise affect the proper and efficient performance of your Duties.

#### **Confidentiality of Information**

You agree to comply with the provisions of Annexure B, Part 1 of this agreement to protect the legitimate interests of the Company and any Group Company in relation to Confidential Information.

You acknowledge that the provisions of Annexure B, Part 1 of this agreement also apply following the termination of your employment.

In consideration for the payments and other benefits due to you under this agreement, you also agree to enter into the covenants in Annexure B, Part 2 to protect the legitimate interests of the Company and any other Group Company.

You agree that if you receive any offer of employment or engagement during your employment (including during any period of notice) or at any time during the Restricted Period, you will give to the person offering you the employment or engagement a copy of this agreement and draw their attention in particular to this clause and Annexure B.

### **Intellectual Property**

If at any time during the course of, or in connection with, your employment you make or discover or participate in the making or discovery of any Intellectual Property, directly or indirectly, relating to or capable of being used in the business carried on by the Company or any Group Company, such Intellectual Property shall be the absolute property of the Company and full details of the same shall immediately be disclosed in writing by you to the Company. At the request and expense of the Company, you shall: (a) give and supply to the Company all such Intellectual Property as may be necessary or desirable, in the opinion of the Company, to enable the Company to exploit the Intellectual Property to the best advantage of the Company; and (b) execute all instruments and do all things which may be necessary or desirable, in the opinion of the Company, to vest ownership of all other rights, title and interests (including any registered rights in the same) in such Intellectual Property in the Company absolutely and as the sole beneficial owner and for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company. By signing this Agreement, you hereby irrevocably waive all your rights pursuant to section 21 of the Indian Copyright Act 1957 (and any statutory amendment to it).

You hereby irrevocably appoint the Company to be your attorney to execute any such instrument and do any such thing and generally to use your name for the purpose of giving the Company the full benefit of this clause of this agreement. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.



You agree and undertake that any Intellectual Property made or discovered by you during the course of your employment shall not infringe any rights of any third party (including but not limited to contractual or intellectual property rights), or put the Company or any Group Company into disrepute, and shall be original.

The obligations set out in this clause shall survive the termination of your employment for whatever reason.

### **Company Property**

All plans, designs, specifications, price lists of clients, correspondence, papers, memoranda, notes, records, videos, tapes, software, presentations and all copies of the same (including any held in electronic or magnetic media or other forms of computer storage), charge and credit cards which come into your possession and which relate to the performance of your Duties or to the business of the Company or any Group Company (including business methods/know-how or marketing strategy or the identity or requirements or terms of dealing with its suppliers or clients), at all times, remain the property of the Company or the relevant Group Company. You will not use the same or cause or permit any party whatsoever to use the same except in relation to the proper performance of your Duties.

You will immediately on request (either during your employment or after it terminates):

- 1. return all property belonging or relating to the Company or any Group Company which is in your possession or under your control and will not retain any copies, notes, extracts or other information. If asked to do so, you will sign a written undertaking confirming that you have complied with this clause and agree that the Company may withhold any sums due to you until that undertaking is provided; and
- 2. provide access (including passwords and any codes) to any computer or other equipment or web-based account, platform or software (in each case whether hard copy, electronic or otherwise) in your possession or under your control which contains information relating to the Company or any Group Company or its businesses or through which such information may be accessed. You also agree that the Company is entitled to inspect, copy and/or remove any such information from any computer, equipment, account, platform or software owned by you or otherwise under your control and you agree to ensure that its representatives are allowed reasonable access to the same for these purposes.

## **Variation of Terms**

The Company reserves the right to vary any of the terms and conditions of your employment at any time with mutual consent of both the parties.

### Declaration

By signing this agreement, you represent or agree that:

- 1. you have no criminal record nor have any criminal or civil actions been initiated against you, at any time, which you have not disclosed to the Company and you have declared to the Company any technical breaches of any security laws or regulations; and
- 2. if you have failed to disclose or misrepresented any information deemed by the Company to be material for the purposes of the Company's offer of employment to you, the Company will be free to dismiss you immediately, without liability for such dismissal.



If the above conditions are acceptable to you, kindly sign and return a duplicate copy of this letter to the Company.

The offer stands valid subject to us receiving clear background verification report and medical report and only if the Company receives your acceptance in the form of the signed copy of this offer letter and your resignation acceptance from the current company (if required) within the given timeline, failing which, the Company reserves the right to withdraw the offer or vary any offer terms as stated above.

We welcome you to the Company and look forward to your contribution to the growth and success of the Company.

Yours Sincerely,

Vanita Prasad

**Head - Human Resources** 

I hereby agree and accept the terms and conditions as set out above:

Name: Amruta Balakrishna Sutar



### **ANNEXURE A**

Compensation Components	Amount Per Month	Amount Per Annum
Basic Salary	15,000	1,80,000
House Rent Allowance	6,000	72,000
Special Allowance	4,283	51,400
Employer Contribution PF	1,800	21,600
Total Fixed Pay (A)	27,083	3,25,000
Retention Bonus (B)		75,000
Total Gross Pay (A+B)		4,00,000
Gratuity (C)		8,654
	_	
Total CTC (A+B+C)		4,08,654

### Note:

LTA can be claimed up maximum of INR 40,000/- yearly from the special allowance component.

Meal Allowance can be claimed up maximum of INR 26,400/- yearly from the special allowance component.

Telephone Allowance can be claimed up maximum of INR 24,000/- yearly from the special allowance component.

In lieu of Conveyance/Transport Allowance and Medical reimbursement now there is a standard deduction of INR 50,000/- which would get adjusted in the tax computation calculation from the special allowance component.

This also means employees need not submit any medical bills for claiming the exemption.

Employee contribution towards PF is taken at 12% of the basic

Retention bonus is over and above your annual fixed compensation and shall be paid at the end of 12 months (1 Year) from the Date of joining

#### **ANNEXURE B**

#### CONFIDENTIALITY AND RESTRICTIONS

### Part 1 Protection of confidential information

- 1. During and after your employment with the Company, you must not (unless you are required to do so by law, protected in doing so by a statutory right of protected disclosure or you do so in the proper course of your Duties):
- 1.1 use any trade secrets or Confidential Information other than for the purposes of the Company or any Group Company; or
- 1.2 copy or memorise confidential information or trade secrets of the Company or any Group Company with a view to using or disclosing such information for a purpose other than for the benefit of the Company; or
- 1.3 disclose any trade secrets or Confidential Information to any Person;
- 2. Confidential Information includes, but is not limited to:
- 2.1 lists of the Company's or any Group Company's actual or potential clients;
- 2.2 details of relationships or arrangements with or knowledge of the requirements of the Company's or any Group Company's actual or potential clients including terms of business and pricing arrangements in force or under discussion;
- 2.3 details of the Company's or any Group Company's business methods, finances, prices or pricing strategy, marketing or development plans or strategies;
- 2.4 details of any tenders, pitches or presentations proposed or made by the Company or any Group Company;
- 2.5 personal information about any of the Company's or any Group Company's directors or employees, workers or agents including details of their pay;
- 2.6 information about any Target Business Entity;
- 2.7 information divulged to the Company or any Group Company by a third party in confidence;
- 2.8 information about software marketing or know-how;
- 2.9 any information relating to the Company or any Group Company or any of its or their clients which is marked "Confidential" or "Secret" or which the Company, Group Company or the client in question reasonably considers to be confidential.

- 3. Confidential Information does not include information which is generally known or easily accessible by the public, unless it is generally known or easily accessible by the public because of a breach of your obligations (whether express or implied) of confidentiality.
- 4. The Company and/or any other Group Company may, from time to time, be entrusted with confidential or proprietary information, trade secrets or intellectual property belonging to third parties ("Third Party Confidential Information"). You agree to comply with any contractual undertakings or obligations which the Company or any other Group Company imposes on its or their employees in respect of the Third Party Confidential Information and will enter into any confidentiality undertaking that the Company or any other Group Company may require you to enter into with any such third party.
- 5. You will only access and use the Company's or any Group Company's computer and electronic equipment for the proper purposes of your employment.
- 6. You will not without express prior consent, download or, copy onto a hard drive or otherwise transfer to any property or system not owned or controlled by the Company, any work carried out by you in the course of your engagement with the Company nor the work of any other Company staff nor any other work, material or information belonging to the Company.
- 7. You will not at any time (whether during your employment or after the Termination Date) erase, corrupt or otherwise interfere with any data, records or Confidential Information held in whatever form, including electronic equipment, provided, available or accessible to you by the Company.
- 8. You will immediately on request by the Company (at any time during your employment or after the Termination Date) disclose to the Company the relevant passwords to all current password-protected documents, platforms, software and/or current email accounts created or used by you during your employment in relation to the business and/or affairs of the Company or any Group Company. You acknowledge the right of the Company, for business purposes, to inspect at any time, with or without your knowledge, any email account provided for your use by the Company or any Group Company.

#### Part 2 Restrictions after end of employment

- 9. You agree and undertake with the Company on behalf of itself and as agent for each Group Company that you will not in any Relevant Capacity at any time during the Restricted Period:
- 9.1 within or in relation to the Restricted Territory take any steps preparatory to or be directly or indirectly engaged, employed, interested or concerned in:
  - (i) any Competing Business; and/or
  - (ii) any Target Business Entity.
- 9.2 within or in relation to the Restricted Territory acquire a substantial or controlling interest directly or by or through any nominee or nominees in any Competing Business, Target Business Entity or in any Person owning or controlling a Competing Business or Target Business Entity; or



- 9.3 solicit or attempt to solicit, canvass, interfere with or entice away from the Company or any Relevant Group Company the custom or any prospective custom of any Client or any Prospect with a view to providing to that Client or Prospect any products or services which are the same as or materially similar to any Restricted Business in competition with the Company or any Relevant Group Company; or
- 9.4 provide or agree to provide any products or services which are the same as or materially similar to any Restricted Business to any Client or any Prospect in competition with the Company or any Relevant Group Company; or
- 9.5 solicit, entice or encourage or attempt to solicit, entice or encourage any Key Individual to leave the employment of the Company or any Relevant Group Company (whether or not such person would commit any breach of his or her contract of employment by doing so); or
- 9.6 employ, engage, appoint, enter into partnership or association with or in any way cause to be employed, engaged or appointed any Key Individual in relation to any Person which is or is proposing to be a Competing Business or is or is proposed to be directly or indirectly owned by or controlling any Competing Business; or
- 9.7 provide or agree to provide any products or services which are the same as or materially similar to any Restricted Business in respect of any Competitor Account; or
- 9.8 be employed or engaged by any Client or Prospect if as a result the Client or Prospect will cease to use or materially reduce its usage of the products or services of the Company or any Relevant Group Company or, in the case of a Prospect, will not use the products or services of the Company or any Relevant Group Company or use them to a materially lesser extent; or
- 9.9 solicit or try to solicit or place orders for the supply of products or services from any Supplier if as a result the Supplier will cease supplying, materially reduce its supply or vary detrimentally the terms on which it supplies products or services to the Company or any Relevant Group Company; or
- 9.10 encourage, assist or procure any Person to do anything which if done by you would be a breach of paragraphs 9.1 to 9.9 above.
- 10. You agree that updating your profile and/or connecting or reconnecting to Clients, Suppliers or Prospects using Social Media during the Restricted Period may amount to a breach of paragraphs 9.1 to 9.10 above.
- 11. The parties agree that the restrictions (whether taken individually or as a whole) in paragraph 9 above are reasonable having regard to the legitimate protectable interests of the Company and that each such restriction is intended to be separate and severable. In the event that any of the restrictions is held to be void but would be valid if part of its wording was deleted, that restriction shall apply with whatever deletion is necessary to make it valid and effective.
- 12. It is understood and agreed by the Company and you that damages shall be an inadequate remedy in the event of a breach by you of any of the restrictions contained in paragraph 9 of this Annexure and that any such breach by you or on your behalf will cause the Company and any Relevant Group Company great and irreparable injury and damage. Accordingly, you agree that the Company and/or any Relevant Group Company shall be entitled, without waiving any additional rights or remedies otherwise available to it at



law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by you of any of the restrictions contained in paragraph 9 above.

- 13. For the purposes of this Annexure (Parts 1 and 2) the following additional definitions shall apply:
- 13.1 "Client" means any Person with whom or which the Company or any Relevant Group Company has arrangements in place for the provision of any Restricted Business and with whom or which you had material involvement or for whose business you were responsible or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- **"Competing Business"** means any Person providing or proposing to provide any products or services which are the same as or materially similar to and competitive with any Restricted Business.
- 13.3 "Competitor Account" means any account, product or brand which competes with any Client's account, product or brand in respect of which you had material dealings or responsibility on behalf of the Company or any Relevant Group Company or about which you acquired material Confidential Information, during the course of your employment at any time during the Relevant Period.
- 13.4 "Key Individual" means any individual who was employed by the Company or any Relevant Group Company to provide services personally at the Termination Date (or but for your breach of your obligations under this agreement and/or implied by law would have been so employed at the Termination Date) and who in the course of his or her Duties during the Relevant Period had material dealings with you and:
  - (i) either
    - a) reported directly to you; and
    - b) had material contact with clients or suppliers of the Company or any other Relevant Group Company in the course of his or her employment;

or

- (ii) was a member of the board of directors or the senior management team of the Company or any Relevant Group Company or reported to any such board of directors or senior management team.
- 13.5 "Person" means any individual, firm, company or other entity.
- 13.6 "Prospect" means any Person who was at any time during the Relevant Period negotiating or discussing (which shall include for these purposes a pitch or presentation) with the Company or any Relevant Group Company the provision of any Restricted Business and in respect of which such negotiations or discussions you were materially involved or had responsibility for or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.7 "Relevant Capacity" means either alone or jointly with another or others, whether as principal, agent, consultant, director, partner, shareholder, independent contractor, employee or in any other capacity, whether directly or indirectly, through any Person and whether for your own benefit or that of others (other than as a shareholder holding directly or indirectly by way of bona fide investment only and subject to prior disclosure to the Company up to 1% in nominal value of the issued share capital or other securities of any class of any company listed or dealt in on any Recognised Investment Exchange).

Analytics Quotient Services India Private Limited.,



- 13.8 "Relevant Group Company" means any Group Company to which you rendered services or for which you had management or operational responsibility during the course of your employment at any time during the Relevant Period.
- 13.9 "Relevant Period" means the twelve-month period ending with the Termination Date.
- 13.10 "Restricted Business" means and includes any of the products or services provided by the Company or any Relevant Group Company at any time during the Relevant Period with which you had a material involvement or about which you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.11 "Restricted Period" means the nine-month period commencing on the Termination Date in relation to paragraphs 9.1, 9.2 and 9.7 and the twelve-month period commencing on the Termination Date in relation to all remaining paragraphs.
- 13.12 "Restricted Territory" means India and such other countries in which the Company or any Relevant Group Company carried on any Restricted Business at the Termination Date.
- 13.13 "Social Media" means any online communication tool which facilitates the creation, publication, storage and/or exchange of user-generated content. Social Media includes (but is not limited to) Twitter, Skype, Facebook, Myspace, YouTube, Flickr, LinkedIn, Wikis, Google+, and Tumblr.
- 13.14 "Supplier" means any Person who at any time during the Relevant Period provided products or services to the Company or any Relevant Group Company being a Person with whom you had material dealings or for whom you had responsibility or about whom you acquired material Confidential Information, in the course of your employment at any time during the Relevant Period.
- 13.15 "Target Business Entity" means any business howsoever constituted (whether or not conducting a Restricted Business) which was, at the Termination Date or at any time during the Relevant Period, a business which the Company or any Relevant Group Company had entered into negotiations with had approached or had identified as:
  - (i) a potential target with a view to its acquisition by the Company or any Relevant Group Company; and/or
  - (ii) a potential party to any joint venture with the Company or any Relevant Group Company.

in either case where such approach or negotiations or identity were known to a material degree by you or about which you acquired material Confidential Information, in the course of your employment during the Relevant Period.

13.16 "Termination Date" means the date of termination of this agreement.



Offer: Computer Consultancy Ref: TCSL/DT20207251666/Pune

Date: 10/01/2021

Mr. Sandesh Shivaji Dandage A/P Halasavade Tal-Karveer Dist-KolhapurBhosale Galli, Near Grampanchayat, Halsavade-416202, Maharashtra. Tel# 91-7499395455

Dear Sandesh Shivaji Dandage,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto Rs.60,000 during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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## TATA CONSULTANCY SERVICES



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

# **COMPENSATION AND BENEFITS**

## **BASIC SALARY**

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

# **BOUQUET OF BENEFITS (BoB)**

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

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

# 1. House Rent Allowance (HRA)

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

## 2. Leave Travel Allowance

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

## 3. Food Card

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

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# PERFORMANCE PAY

# **Monthly Performance Pay**

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

# **Quarterly Variable Allowance**

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

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

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

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

## **CITY ALLOWANCE**

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

## XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## OTHER BENEFITS

### **Health Insurance Scheme**

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

HIS offers the following benefits:

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**TATA CONSULTANCY SERVICES** 



## 1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

# 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

# **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

# Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

#### Loans

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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# RETIRALS

## **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

# Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

## 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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# 3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

## 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

## 7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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# **TATA CONSULTANCY SERVICES**



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## 9. Confidentiality Agreement

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

## 10. Service Agreement

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

## 11. Overseas International Assignment Agreement

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

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

## 12. Terms and Conditions

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

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TATA CONSULTANCY SERVICES



## 13. TATA Code of Conduct

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

## 14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

## 15. Retirement

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

## 16. Pre-employment Medical Certificate

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

## 17. Employment of Non Indian Citizens

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

# 18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action

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## **TATA CONSULTANCY SERVICES**



including termination of traineeship/service without notice.

### 19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
- \*There is no criminal offence registered/pending against you
- \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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

# 20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

# 23. Compliance to all clauses

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

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# 24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



## Withdrawal of Offer

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

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

We look forward to having you in our global team

Yours Sincerely,

# For TATA Consultancy Services Limited

K Ganesan

**Global Head Talent Acquisition & AIP** 

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



Click here or use a QR code scanner from your mobile to validate the offer letter



### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Sandesh Shivaji Dandage
Designation	Assistant System Engineer-Trainee
Institute Name	Dr Babasaheb Ambedkar Technological University Lonere

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

<sup>#</sup> 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.

<sup>\*\*\*\*</sup> Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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

<sup>\*\*</sup>The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

<sup>\*\*\*</sup> 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.



# **Annexure 2**

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



### **Annexure 3**

# **Confidentiality and IP Terms and Conditions**

## **Confidentiality and IP Terms and Conditions - Annexure 3:**

## 1. Confidential Information

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

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



# 2. Associate's Obligations

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

# 3. Intellectual Property Rights

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



# 4. Prior knowledge

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

## 5. Use of third party material

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

## 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

#### 8. No License

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



# 9. Equitable Rights

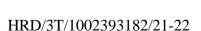
Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of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

## 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





September 8, 2021

Ms. Amruta Sutar Sutar Galli A/P :Alate Sutar Galii Kolhapur-416109 India

Ph: +91-8805925759

Dear Amruta,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08.01:11:07 IST
Reason: Digitally Signed
Location: Bangalore



HRD/1002393182/21-22

September 8, 2021

Ms. Amruta Sutar Sutar Galli A/P :Alate Sutar Galii Kolhapur-416109 India

Ph: +91-8805925759

Dear Amruta,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

## **Joining**

Your scheduled date of employment with us will be 20-Sep-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

## **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



## **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## **Agreement**

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## **Compensation and Benefits**

## **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

## **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

## **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

## **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

Print your full Name

# RICHARD LOBO

# **EVP and Head Human Resources - Infosys Limited**

_, 20

Location

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08.01:11:07 IST
Reason: Digitally Signed
Location: Bangalore



# **ANNEXURE - I** (Compensation during the Training)

	COMPENSATION DETAILS (All figures in INR per month)			
NAME Ms. Amruta Sutar				
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENT	rs			
BASIC SALARY		15,000		
BASKET OF ALLOWANCES		4,478		
BONUS / EX-GRATIA (95% o monthly basis)	f the eligible amount (20% of Basic Salary) being paid out on a	2,850		
MONTHLY GROSS SALARY	Y	22,328		
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balar the advance (95%) paid out on a	nce 5% will be paid out in the end of the financial year after adjusting monthly basis)	150		
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of 1	Basic Salary	1,800		
GRATUITY - 4.81% of Basic S	alary*	722		
FIXED GROSS SALARY (1+	2+3)	25,000		
TOTAL GROSS SALARY		25,000		

OTHER BENEFITS							
Scheme	Margin Money (To be borne by the employee)						
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil			

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



# **ANNEXURE - II**

(Compensation post Unit allocation)

			NSATION DI es in INR per				
NAME	Ms. Amruta Sutar						
ROLE	Systems Engineer	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Trainee					
1. MONTHLY COMPO	NENTS						
BASIC SALARY						15,000	
BASKET OF ALLOWAN	NCES					4,478	
BONUS / EX-GRATIA (9 monthly basis)	95% of the eligible amount (	20% of Basic	Salary) being	paid o	ut on a	2,850	
MONTHLY GROSS SA	LARY					22,328	
BONUS / EX-GRATIA - the advance (95%) paid or	(Balance 5% will be paid ou	it in the end o	f the financial	year a	fter adjusting	150	
3. RETIRAL BENEFITS	S						
PROVIDENT FUND - 12	% of Basic Salary					1,800	
GRATUITY - 4.81% of B	asic Salary*					722	
FIXED GROSS SALAR	Y (1+2+3)					25,000	
4. INCENTIVE COMPO	DNENTS		At an indica Payout of 5		At indicative Payout of 10%	At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000	
TOTAL GROSS SALAR	RY (Inclusive of the incenti	ve Compone	nt at indicativ	e pay	out 5% of FGS)	26,250	
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compon	ent at indicat	ive pa	yout 10% of FGS)	27,500	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					30,000		
		ОТНЕ	R BENEFITS				
Scheme	Eligible Amount In INR	Interest		Mon	thly Instalments	Margin Money (To be borne by the employee)	
SALARY LOAN (subject to submission of Trainee Agreement)	2 12000 (without security)	Nil		12		Nil	

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



HRD/3T/1002393252/21-22

Ms. Sayali Salokhe Patil Galli, Bolaviwadi Kolhapur-416218 India

Ph: +91-9423590814

Dear Sayali,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08 21:12:16 IST
Reason: Digitalty: Signed
Location: Bangalore



HRD/1002393252/21-22

Ms. Sayali Salokhe Patil Galli, Bolaviwadi Kolhapur-416218 India

Ph: +91-9423590814

Dear Sayali,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

## **Joining**

Your scheduled date of employment with us will be 20-Sep-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

## **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



## **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## **Agreement**

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## **Compensation and Benefits**

## **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

## **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

## **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

## **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

# RICHARD LOBO

**EVP and Head Human Resources - Infosys Limited** 

I have read, understood and	agree to the terms	and conditions as set forth in this offer letter.
Date:	, 20	-
Sign your name		
Print your full Name	Location	_

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08.01.12:16 IST
Reason: Digitally Signed
Location: Bangalore



# **ANNEXURE - I** (Compensation during the Training)

	COMPENSATION DETAILS (All figures in INR per month)				
NAME	NAME Ms. Sayali Salokhe				
ROLE	Systems Engineer				
ROLE DESIGNATION	Systems Engineer Trainee				
1. MONTHLY COMPON	ENTS				
BASIC SALARY		15,000			
BASKET OF ALLOWANC	CES	4,478			
BONUS / EX-GRATIA (95 monthly basis)	% of the eligible amount (20% of Basic Salary) being paid out on a	2,850			
MONTHLY GROSS SAL	ARY	22,328			
2. ANNUAL COMPONEN	VT				
BONUS / EX-GRATIA - (Ethe advance (95%) paid out	Balance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150			
3. RETIRAL BENEFITS					
PROVIDENT FUND - 12%	of Basic Salary	1,800			
GRATUITY - 4.81% of Bas	sic Salary*	722			
FIXED GROSS SALARY	(1+2+3)	25,000			
TOTAL GROSS SALARY	7	25,000			

OTHER BENEFITS						
Scheme Eligible Amount In INR Interest Monthly Instalments Margin Money (To be borne by the o						
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil		

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



# **ANNEXURE - II**

(Compensation post Unit allocation)

			NSATION DI es in INR per			
NAME Ms. Sayali Salokhe						
ROLE	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Trainee				
1. MONTHLY COMPO	NENTS					
BASIC SALARY						15,000
BASKET OF ALLOWAN	ICES					4,478
BONUS / EX-GRATIA (9 monthly basis)	95% of the eligible amount (	20% of Basic	Salary) being	paid o	ut on a	2,850
MONTHLY GROSS SA	LARY					22,328
2. ANNUAL COMPONE  BONUS / EX-GRATIA - the advance (95%) paid ou	(Balance 5% will be paid ou	it in the end o	f the financial	year af	ter adjusting	150
the advance (95%) paid of	it on a monthly basis)					130
3. RETIRAL BENEFITS	5					
PROVIDENT FUND - 12	% of Basic Salary					1,800
GRATUITY - 4.81% of B	asic Salary*					722
FIXED GROSS SALAR	Y (1+2+3)					25,000
At an indicative 4. INCENTIVE COMPONENTS Payout of 5% Payout of 10%					At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000
TOTAL GROSS SALAR	RY (Inclusive of the incenti	ve Compone	nt at indicativ	ve payo	out 5% of FGS)	26,250
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compon	ent at indicat	ive pay	yout 10% of FGS)	27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000		
		ОТНЕ	R BENEFITS			
Scheme	Eligible Amount In INR	ible Amount In INR Interest Monthly Instalments		Margin Money (To be borne by the employee)		
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil		12		Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

# HRD/3T/1002061415/21-22



September 8, 2021

Ms. Vaibhavee Ashok Uthale Yadavwadi Shiroli(Pulachi),Dist.-Kolhapur,Tal.-Hatkanangale Yadavwadi Shiroli(Pulachi),Dist.-Kolhapur,Tal.-Hatkanangale Kohapur-416122 India

Ph: +91-7517957474

Dear Vaibhavee,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08 1:05:36 IST
Reason: Digitally Signed
Location: Bangalore



#### HRD/1002061415/21-22

September 8, 2021

Ms. Vaibhavee Ashok Uthale Yadavwadi Shiroli(Pulachi),Dist.-Kolhapur,Tal.-Hatkanangale Yadavwadi Shiroli(Pulachi),Dist.-Kolhapur,Tal.-Hatkanangale Kohapur-416122 India

Ph: +91-7517957474

Dear Vaibhavee,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

#### **Joining**

Your scheduled date of employment with us will be 20-Sep-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

## **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



## **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

## **Agreement**

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

## **Compensation and Benefits**

## **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

## **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

## **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

## **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

## **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

## **RICHARD LOBO**

**EVP and Head Human Resources - Infosys Limited** 

I have read, understood and	agree to the terms	and conditions	as set forth in th	nis offer letter.
Date:	, 20	-		
Sign your name				
Print your full Name	Location	_		

Signature Not Verified
Digitally signed by Pichard Lobo
Date: 2021.09.08.71.05:36 IST
Reason: Digitally Signed
Location: Bangalore



# **ANNEXURE - I** (Compensation during the Training)

	COMPENSATION DETAILS (All figures in INR per month)				
NAME	NAME Ms. Vaibhavee Ashok Uthale				
ROLE	Systems Engineer				
ROLE DESIGNATION	Systems Engineer Trainee				
1. MONTHLY COMPONI	ENTS				
BASIC SALARY		15,000			
BASKET OF ALLOWANC	ES	4,478			
BONUS / EX-GRATIA (959 monthly basis)	% of the eligible amount (20% of Basic Salary) being paid out on a	2,850			
MONTHLY GROSS SALA	ARY	22,328			
2. ANNUAL COMPONEN	T				
BONUS / EX-GRATIA - (B the advance (95%) paid out of	alance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150			
3. RETIRAL BENEFITS					
PROVIDENT FUND - 12%	of Basic Salary	1,800			
GRATUITY - 4.81% of Bas	ic Salary*	722			
FIXED GROSS SALARY	(1+2+3)	25,000			
TOTAL GROSS SALARY		25,000			

OTHER BENEFITS						
Scheme	Margin Money (To be borne by the employee)					
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil		

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



# **ANNEXURE - II**

(Compensation post Unit allocation)

			NSATION DETA res in INR per mo				
NAME	Ms. Vaibhavee Asl	Ms. Vaibhavee Ashok Uthale					
ROLE	Systems Engineer						
ROLE DESIGNATION	Systems Engineer	Trainee					
1. MONTHLY COMPON	NENTS						
BASIC SALARY					15,000		
BASKET OF ALLOWAN	CES				4,478		
BONUS / EX-GRATIA (9 monthly basis)	5% of the eligible amount (	20% of Basic	Salary) being paid	l out on a	2,850		
MONTHLY GROSS SAI	LARY				22,328		
2. ANNUAL COMPONE	ENT						
BONUS / EX-GRATIA - ( the advance (95%) paid ou	(Balance 5% will be paid out on a monthly basis)	t in the end o	f the financial year	r after adjusting	150		
3. RETIRAL BENEFITS	<b>,</b>						
PROVIDENT FUND - 129	% of Basic Salary				1,800		
GRATUITY - 4.81% of Ba	asic Salary*				722		
FIXED GROSS SALARY	Y (1+2+3)				25,000		
4. INCENTIVE COMPO	NENTS		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%		
TRAINING PERFORMA	ANCE LINKED INCENT	IVE (TPI)	1,250	2,500	5,000		
TOTAL GROSS SALAR	Y (Inclusive of the incenti	ve Compone	nt at indicative p	ayout 5% of FGS)	26,250		
TOTAL GROSS SALA	RY (Inclusive of the incent	tive Compon	ent at indicative	payout 10% of FGS)	27,500		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					30,000		
		OTHE	R BENEFITS				
Scheme	Eligible Amount In INR	Interest	M	onthly Instalments	Margin Money (To be borne by the employee)		
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12		Nil		

allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be

determined in strict accordance with the provisions of the Payment of Gratuity Act

allowance policy at that time



To,

Name: Onkar Sampat Naik

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

Dear Onkar Sampat Naik,

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

Document verification and checks - Post accepting this Letter of Intent, you will have to submit certain
prerequisites / documents. The Offer release will be contingent upon successful verification of your
documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer
within 7 Days from the day you receive the Offer Letter.

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

- Information on Accenture's Pre-joiner-Learning Module As part of providing our new joiners a unique learning experience, Accenture proposes a learning module Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
  - The training module of this program is typically made available to potential new joiners at least 45 days before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
    - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
    - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
    - On successful completion of the program and clearance of the Technology fundamental

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

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

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

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

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

## **Annexure A**

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

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

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

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



#### HRD/3T/1002446557/21-22

Mr. Shivkumar Salokhe A/P-Mohare, Tal-Panhala, Dist-Kolhapur A/P-Mohare, Tal-Panhala, Dist-Kolhapur Kolhapur city-416114 India

Ph: +91-7774842020

Dear Shivkumar,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

> Signature Not Verified Digitally signed by Richard Lobo Date: 2021.09.50.21:04:01 IST Reason: Digitally Signed Location: Bangalere



Date: 18/08/2021

## **Intent to Offer**

Dear Muskan Syntellect ID: ASBE2060892

Congratulations!

We are pleased to record this intent to offer for the position **Associate Consultant (GCM 1)** with Syntel Private Limited ("Company").

Upon your acceptance of this Intent to offer and subject to you meeting all the applicable requirements under this Intent to offer, we will share a definitive offer letter, which will outline the specific employment terms and conditions. Please note that, unless you receive a offer letter this Intent to offer is merely to record the intended offer of employment and it shall not be construed as an employment with company nor it will be a legally binding offer/contract of employment.

The contents of this Intent to Offer are strictly confidential between you and the Company. Please treat this Intent to Offer and the contents hereof as personal and confidential.

This Offer of Intent is valid subject to:

- a) Your successful completion of the **Graduate/Diploma/Post-Graduate** program within the stipulated period of 8 semesters / 6 semesters as the case may be, with a minimum percentage of **60%** and no standing backlogs
- b) You successfully clearing the medical test if the company so desires and you being found and remaining medically (both physically and mentally) fit
- c) You are producing all the relevant documents pertaining to your education, identity, residence etc. as required by the Company

The Company shall conduct a background verification of all records/ references provided by you. Your employment with the Company will be subject to your background check records being clear, satisfactory, and free from ambiguity and in accordance with the policies of the Company prevalent from time to time. The Company reserves the right to ask you to furnish additional documentation or supporting information in this regard, as and when considered necessary. In case your background verification process is not completed within the company specified timeline, intimated to you via email, your selection would be deemed to be canceled.

This Offer of Intent is also contingent upon us working to determine an appropriate start date for your employment. The training is for a period of one (1) year, or any other period as the Company deems necessary, from the date of commencement of your service and you will be required to sign a separate agreement, by way of which you agree to remain in the employment of the Company during such period of training, and for a period of one year thereafter (hereinafter referred to as "the period"). Such agreement will also form part of your employment terms with the Company.

You will be continuously assessed during your training. If you do not complete the class room/on job training to our satisfaction, your appointment stands cancelled. That the intent of on-boarding will automatically expire if the candidate fails to respond to this Letter of Intent in writing/e-mail on or before the end of **5 days** from date of its issuance.

If the above stated terms are acceptable to you, kindly sign and return the acceptance copy (attached) after affixing your full signature in token of your formal acceptance of the terms and conditions herein.



For the sake of information, an indicative break up of salary and the designation that will apply in case an offer is made to you is attached herewith as Annexure A. Some of the foundation skills on which you need to brush up your concept are attached here as part of Annexure B. We take this opportunity to welcome you into Company family and look forward to a very fruitful association with you.

Yours Sincerely,

For Syntel Pvt. Ltd,

Adarsh Krishna

**Deputy General Manager – Human Resource** 

I have read this Offer of Intent and accept the stipulated terms and conditions



**Signature** 

**Encl: Annexure** 



# **ANNEXURE A**

# **SALARY DISTRIBUTION**

Name:	Muskan Associate Consultant GCM 1	
Designation:		
Band & Grade:		
Pay and Allowance	Monthly	Yearly
Basic Pay	11,667	140,000
HRA	5,833	70,000
Basket of Allowances (BOA)	6,475	77,700
Statutory Bonus	2,558	30,700
Gross Salary	26,533	318,400
Provident Fund (PF)	1,800	21,600
Retirals	1,800	21,600
Cost to Company (OTE)	28,333	340,000



#### **ANNEXURE B**

We would also like you to brush up your concepts on the below foundation skills – your expertise on the aforesaid topics could enable you get an opportunity to work on some in-demand skills which are critical to the organization. You would have an opportunity to be fast tracked into training and get assigned to projects sooner.

SQL	DML, DDL, DQL, TCL, DCL, Sub Query, Joins, Sets, Date & String Functions, Constraints
HTML5	Form Elements & Attributes, Video, Audio, Events, Doctypes
CSS3	Selectors, Box Model, Backgrounds
Java Script	Statements, Functions, Events, Array, Date, Conditions
JS JSON	JSON basic, JSON vs XML
Core Java	OOPS concepts, Access Specifiers & Modifiers, Packages, Exception Handling, Collections, JDBC

## ITSource Technologies Limited

Date: 15-Jun-2021

Subject: -Offer Letter.

Dear: Harshali Mane,

This refers to your interview with us; we are pleased to offer you the position as Network

Support Engineer W.e.f 15 Jun-2021

## As you will be on training for 15 days, your stipend will be RS.3000.

Thereafter your compensation package is mentioned in Gross Emoluments Sheet.

You will be under probation period for One year

We welcome you to the *ITSOURCE* family and hope for a long and happy association with you in the future.

Yours faithfully,

For ITSource Technologies Ltd.



#### **Authorized Signatory**

Note: As a part of companys joining formalities, a complete verification of your identity / Document verification and your background screening would be done. On successful submission and verification of your documents, background check, you shall be issued Letter of Appointment from the company. In case if any of the verification turns out to be negative at any point of time, your appointment with the organization shall be terminated on immediate basis.



Ref: OmVSab IT Solution/HRD/2021

Date: 01/07/2021

To,

Mr. Akash Bhagvan Patil

Subject: "Offer for the post of Software Engineer"

Dear Mr. Akash Bhagvan Patil

Congratulations! With reference to your interview with us, we are pleased to appoint you as a "Software **Engineer** "- on terms and conditions given below.

#### 1. General:

- a) This appointment offer is made for work at our Pune office. Your services can be transferred to any department where needed.
- b) Your joining date should not be later than 9<sup>th</sup> August 2021.
- c) Increment and Promotion: Your growth and increment in salary will depends solely on your performance and contribution to the company.
- d) You will not disclose any information about the company to anybody outside without permission of the management.
- e) Your Appointment is based on the facts mentioned in your application and the correctness of the documents produced. If it is found incorrect, your services will stand terminated automatically.

#### 2. Monthly Emoluments:

You will be paid monthly Stipend as 20,000/- (Twenty Thousand only.) After confirmation you are entitled for other benefits like LTA, Medical Reimbursement and Med claim Policy Premium annually.

#### 3. Working Days, Holidays and Leave:

Company normally works for Six days a week and Nine hours a day including 45 minute Lunch break. Company observes Sunday as a compulsory weekly off day and second and fourth Saturday as holidays. The Company has right to make changes in the rules.

#### 4. Leave:

Leave during Probation: you will get 1 day paid leave per month during your probation period.



**Leave after Confirmation:** you are entitled for 7 days Casual Leave and 15 days Paid Leave per calendar year.

Please return the duplicate hereof, duly signed as a token of your acceptance of the offer. We are confident that you will have a long and mutually rewarding career with us.

Yours truly,



**Managing Director** 

For OmVSab IT Solution.





## **Salary Breakup Structure:**

Name of Employee	Mr. Akash Bhagvan Patil 09 /08/2021				
Salary Comfit is w.e.f					
Designation	Software Engineer				
	Monthly	Annual			
Basic	9,000.00	1,08 ,000.00			
HRA	1,000.00	12,000.00			
Professional Development Allowance	1,000.00	12,000.00			
Special Allowance	1,000.00	12,000.00			
Travelling Allowance	1,500.00	18,000.00			
Incentives	4,500 .00	54,000.00			
Medical Reimbursement	2,000.00	24,000.00			
Gross Salary	20,000.00	2,40 ,000.00			



Date: 08/07/2021

Ref: OmVSab IT Solution/HRD/2021

To,

Mr.Saurabh Sunil Rajigare

Subject: "Offer for the post of Software Engineer"

Dear Mr.Saurabh Sunil Rajigare

Congratulations! With reference to your interview with us, we are pleased to appoint you as a **"Software Engineer"**— on terms and conditions given below.

#### 1. General:

- a) This appointment offer is made for work at our Pune office. Your services can be transferred to any department where needed.
- b) Your joining date should not be later than 9<sup>th</sup> August 2021.
- c) Increment and Promotion: Your growth and increment in salary will depends solely on your performance and contribution to the company.
- d) You will not disclose any information about the company to anybody outside without permission of the management.
- e) Your Appointment is based on the facts mentioned in your application and the correctness of the documents produced. If it is found incorrect, your services will stand terminated automatically.

#### 2. Monthly Emoluments:

You will be paid monthly Stipend as 20,000/- (Twenty Thousand only.) After confirmation you are entitled for other benefits like LTA, Medical Reimbursement and Med claim Policy Premium annually.

#### 3. Working Days, Holidays and Leave:

Company normally works for Six days a week and Nine hours a day including 45 minute Lunch break.

Company observes Sunday as a compulsory weekly off day and second and fourth Saturday as holidays.

The Company has right to make changes in the rules.

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Leave during Probation: you will get 1 day paid leave per month during your probation period.



**Leave after Confirmation:** you are entitled for 7 days Casual Leave and 15 days Paid Leave per calendar year.

Please return the duplicate hereof, duly signed as a token of your acceptance of the offer. We are confident that you will have a long and mutually rewarding career with us.

Yours truly,



**Managing Director** 

For OmVSab IT Solution.





## **Salary Breakup Structure:**

Name of Employee	Mr.Saurabh Sunil Rajigare				
Salary Comfit is w.e.f	09 /08/2021				
Designation	Software Engineer				
	Monthly	Annual			
Basic	9,000.00	1,08 ,000.00			
HRA	1,000.00	12,000.00			
Professional Development Allowance	1,000.00	12,000.00			
Special Allowance	1,000.00	12,000.00			
Travelling Allowance	1,500.00	18,000.00			
Incentives	4,500 .00	54,000.00			
Medical Reimbursement	2,000.00	24,000.00			
Gross Salary	20,000.00	2,40 ,000.00			

## HRD/3T/1002446557/21-22



September 30, 2021

Mr. Shivkumar Salokhe A/P-Mohare, Tal-Panhala, Dist-Kolhapur A/P-Mohare, Tal-Panhala, Dist-Kolhapur Kolhapur city-416114 India

Ph: +91-7774842020

Dear Shivkumar,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09,30/21:03:27 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



#### HRD/1002446557/21-22

September 30, 2021

Mr. Shivkumar Salokhe A/P-Mohare, Tal-Panhala, Dist-Kolhapur A/P-Mohare, Tal-Panhala, Dist-Kolhapur Kolhapur city-416114 India

Ph: +91-7774842020

Dear Shivkumar,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

#### **Joining**

Your scheduled date of employment with us will be 11-Oct-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

#### **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



#### **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

### Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

### **Compensation and Benefits**

#### **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

### **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

#### **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

#### **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

### **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

## RICHARD LOBO

Print your full Name

## **EVP and Head Human Resources - Infosys Limited**

I have read, understood	and agree to the terms a	and conditions as set	forth in this offe	er letter.
Date:	, 20			
Sign your name				

Location

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.30.41.03:27 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



## ANNEXURE - I

(Compensation during the Training)

	COMPENSATION DETAILS (All figures in INR per month)		
NAME	Mr. Shivkumar Salokhe		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONI	ENTS		
BASIC SALARY		15,000	
BASKET OF ALLOWANC	ES	4,478	
BONUS / EX-GRATIA (959 monthly basis)	% of the eligible amount (20% of Basic Salary) being paid out on a	2,850	
MONTHLY GROSS SALA	ARY	22,328	
2. ANNUAL COMPONEN	T		
BONUS / EX-GRATIA - (B the advance (95%) paid out	alance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150	
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12%	of Basic Salary	1,800	
GRATUITY - 4.81% of Bas	GRATUITY - 4.81% of Basic Salary*		
FIXED GROSS SALARY	(1+2+3)	25,000	
TOTAL GROSS SALARY		25,000	

OTHER BENEFITS				
Scheme Eligible Amount In INR Interest Monthly Instalments Margin Money (To be borne by the empl				
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



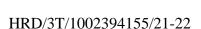
## **ANNEXURE - II**

(Compensation post Unit allocation)

			NSATION DI res in INR per			
NAME	Mr. Shivkumar Sa	Mr. Shivkumar Salokhe				
ROLE	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Trainee				
1. MONTHLY COMPO	NENTS					
BASIC SALARY						15,000
BASKET OF ALLOWAN	ICES					4,478
BONUS / EX-GRATIA (9 monthly basis)	95% of the eligible amount (	20% of Basic	Salary) being	paid o	ut on a	2,850
MONTHLY GROSS SA	LARY					22,328
BONUS / EX-GRATIA - the advance (95%) paid ou	(Balance 5% will be paid ou	it in the end o	f the financial	year af	fter adjusting	150
3. RETIRAL BENEFITS	<b>S</b>					
PROVIDENT FUND - 12	% of Basic Salary					1,800
GRATUITY - 4.81% of B	asic Salary*					722
FIXED GROSS SALARY (1+2+3)						25,000
					At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000
TOTAL GROSS SALAR	RY (Inclusive of the incenti	ve Compone	nt at indicativ	ve payo	out 5% of FGS)	26,250
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compon	ent at indicat	ive pay	yout 10% of FGS)	27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					yout 20% of FGS)	30,000
		OTHE	R BENEFITS	_		
Scheme Eligible Amount In INR Interest Monthly Instalments				Margin Money (To be borne by the employee)		
SALARY LOAN (subject to submission of Trainee Agreement)	(without security)	Nil	ject to change	12	ime to time. The dish	Nil oursement of any loan / loan

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act





September 8, 2021

Mr. Avinash Ravan 101, Ravanwadi At/-Post- Asandoli, Tal- Gagan Bawada Kolhapur-416206 India

Ph: +91-9404487395

Dear Avinash,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08 4:45:21 IST
Reason: Digitally Signed
Location: Bangallere

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



HRD/1002394155/21-22

September 8, 2021

Mr. Avinash Ravan 101, Ravanwadi At/-Post- Asandoli, Tal- Gagan Bawada Kolhapur-416206 India

Ph: +91-9404487395

Dear Avinash,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

#### **Joining**

Your scheduled date of employment with us will be 20-Sep-2021.

#### Location

Your location of training is MYSORE, India. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates\* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

\* For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."

#### **Training**

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.



#### **Probation and Confirmation**

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

#### Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

### Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

### **Compensation and Benefits**

#### **Salary**

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

### **Training Performance - linked Incentive**

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.



#### Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

#### **Basket of Allowances (BOA)**

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

#### **National Pension Scheme**

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

#### **Insurance**

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.



#### **Notice Period**

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

#### **Background Checks**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

### **Other Terms and Conditions**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.



Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.



As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

### **RICHARD LOBO**

**EVP and Head Human Resources - Infosys Limited** 

I have read, understood and	agree to the terms	and conditions as set forth in this offer letter.
Date:	, 20	-
Sign your name		
Print your full Name	Location	_

Signature Not Verified
Digitally signed by Bichard Lobo
Date: 2021.09.08.4:45:21 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com



## **ANNEXURE - I** (Compensation during the Training)

	COMPENSATION DETAILS (All figures in INR per month)	
NAME	Mr. Avinash Ravan	
ROLE	Systems Engineer	
ROLE DESIGNATION	Systems Engineer Trainee	
1. MONTHLY COMPONE	ENTS	
BASIC SALARY		15,000
BASKET OF ALLOWANCE	ES	4,478
BONUS / EX-GRATIA (959 monthly basis)	% of the eligible amount (20% of Basic Salary) being paid out on a	2,850
MONTHLY GROSS SALA	ARY	22,328
2. ANNUAL COMPONEN	Т	
BONUS / EX-GRATIA - (Bathe advance (95%) paid out of	alance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150
3. RETIRAL BENEFITS		
PROVIDENT FUND - 12%	of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*		
FIXED GROSS SALARY	(1+2+3)	25,000
TOTAL GROSS SALARY		25,000

OTHER BENEFITS					
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)	
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil	

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



## **ANNEXURE - II**

(Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)						
NAME	Mr. Avinash Ravan					
ROLE	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Trainee				
1. MONTHLY COMPO	NENTS					
BASIC SALARY						15,000
BASKET OF ALLOWAN	ICES					4,478
BONUS / EX-GRATIA (9 monthly basis)	95% of the eligible amount (	20% of Basic	Salary) being	paid o	ut on a	2,850
MONTHLY GROSS SA	LARY					22,328
	(Balance 5% will be paid ou	it in the end o	f the financial	year af	ter adjusting	150
the advance (95%) paid ou	it on a monthly basis)					130
3. RETIRAL BENEFITS	S					
PROVIDENT FUND - 12	% of Basic Salary					1,800
GRATUITY - 4.81% of B	asic Salary*					722
FIXED GROSS SALAR	Y (1+2+3)					25,000
At an indicative 4. INCENTIVE COMPONENTS Payout of 5% Payout of 10%					At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000
TOTAL GROSS SALAR	RY (Inclusive of the incenti	ve Compone	nt at indicativ	ve payo	out 5% of FGS)	26,250
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compon	ent at indicat	ive pay	yout 10% of FGS)	27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					30,000	
		ОТНЕ	R BENEFITS			
Scheme	neme Eligible Amount In INR Interest Monthly Instalments				Margin Money (To be borne by the employee)	
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil		12		Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

<sup>\*</sup>The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

Ref: RTT Industries/HRD/2021/Reg.No.PNI07869461803 Date: 09/09/2021

Subject: Appoint For the post of "Software Developer"

Dear Miss. Padmaja Sunil Ambekar.

Congratulations! With reference to your interview with us, we are pleased to appoint you as a "Software Developer" – on terms and conditions given below.

#### 1. General:

- a) This appointment offer is made for work at our Pune office. Your services can be transferred to any department where needed.
- b) Your joining date should not be later than 15th Sept. 2021.
- c) Probation Period: You will be put on Probation for period of three month's from the date of joining. Your probation period may be extended at the sole discretion of the management. On completion of probation you will be confirmed in the service.
- d) Notice Period:
  - During probation period, a notice of 7 days in writing will be required to be given by either party before the employment can be terminated
  - ii) If a confirmed employee resigns from his/her position 1 year or earlier from the date of confirmation the notice period stays the same as of now i.e.7 days.
  - iii) If a confirmed employee resigns from his/her position 1 year and 1 day or higher from the date of confirmation the notice period be 20 days but it may negotiable.
- e) Increment and Promotion: Your growth and increment in salary will depends solely on your performance and contribution to the company.
- f) You will not disclose any information about the company to anybody outside without permission of the management.
- g) Your Appointment is based on the facts mentioned in your application and the correctness of the documents produced. If it is found incorrect, your services will stand terminated automatically.

### 2. Annually Emoluments:



You will be paid annually salary as 3,78,000/- (Three Lakhs Seventy Eight Thousand only.)

After confirmation you are entitled for other benefits like LTA, Medical Reimbursement and Med claim Policy Premium annually.

### 3. Working Days, Holidays and Leave:

Company normally works for Six days a week and Nine hours a day including 45 minute Lunch break. Company observes Sunday as a compulsory weekly off day and second and fourth Saturday as holidays. The Company has right to make changes in the rules.

#### 4. Leave:

Leave during Probation: you will get 1 day paid leave per month during your probation period.

Leave after Confirmation: you are entitled for 7 days Casual Leave and 15 days Paid Leave per calendar year.

Please return the duplicate hereof, duly signed as a token of your acceptance of the offer. We are confident that you will have a long and mutually rewarding career with us.

NDUSTRIES

Yours truly,

Managing Director/HR Manager

For RTIT Industries



## Salary Breakup Structure:

Name of Employee	Miss. Padmaja Sunil Ambker				
Salary Comfit is w.e.f	15/09/2021				
Designation	Software Developer				
	Monthly	Annual			
Basic	18,000.00	216,000.00			
HRA	4,000.00	48,000.00			
Professional Development Allowance	3,000.00	36,000.00			
Special Allowance	3,500.00	42,000.00			
Travelling Allowance	3,000.00	36,000.00			
Gross Salary	31,500.00	3,78,000.00			



Ref: RTT Industries/HRD/2021/Reg.No.PN107869461803 Date: 07/09/2021

Subject: Appoint For the post of "Software Developer"

Dear Miss. Harshali Ajit Mane.

Congratulations! With reference to your interview with us, we are pleased to appoint you as a "Software Developer" – on terms and conditions given below.

#### 1. General:

- a) This appointment offer is made for work at our Pune office. Your services can be transferred to any department where needed.
- b) Your joining date should not be later than 15th Sept. 2021.
- c) Probation Period: You will be put on Probation for period of three month's from the date of joining. Your probation period may be extended at the sole discretion of the management. On completion of probation you will be confirmed in the service.

#### d) Notice Period:

- During probation period, a notice of 7 days in writing will be required to be given by either party before the employment can be terminated
- ii) If a confirmed employee resigns from his/her position 1 year or earlier from the date of confirmation the notice period stays the same as of now i.e.7 days.
- lf a confirmed employee resigns from his/her position 1 year and 1 day or higher from the date of confirmation the notice period be 20 days but it may negotiable.
- e) Increment and Promotion: Your growth and increment in salary will depends solely on your performance and contribution to the company.
- f) You will not disclose any information about the company to anybody outside without permission of the management.
- g) Your Appointment is based on the facts mentioned in your application and the correctness of the documents produced. If it is found incorrect, your services will stand terminated automatically.

## 2. Annually Emoluments:



You will be paid annually salary as 4,02,000/- (Four Lakhs Two Thousand only.)

After confirmation you are entitled for other benefits like LTA, Medical Reimbursement and Med claim Policy Premium annually.

## 3. Working Days, Holidays and Leave:

Company normally works for Six days a week and Nine hours a day including 45 minute Lunch break. Company observes Sunday as a compulsory weekly off day and second and fourth Saturday as holidays. The Company has right to make changes in the rules.

#### 4. Leave:

Leave during Probation: you will get 1 day paid leave per month during your probation period.

Leave after Confirmation: you are entitled for 7 days Casual Leave and 15 days Paid Leave per calendar year.

Please return the duplicate hereof, duly signed as a token of your acceptance of the offer. We are confident that you will have a long and mutually rewarding career with us.

NDUSTRIES

Yours truly,

Managing Director/HR Manager

For RTIT Industries



## Salary Breakup Structure:

Name of Employee	Miss. Harshali Ajit Mane	
Salary Comfit is w.e.f	15/09/2021	
Designation	Software Developer	
	Monthly	Annual
Basic	18,000.00	216,000.00
HRA	4,500.00	54,000.00
Professional Development Allowance	3,000.00	36,000.00
Special Allowance	4,000.00	48,000.00
Travelling Allowance	4,000.00	48,000.00
Gross Salary	33,500.00	4,02,000.00









# MTX Offer Letter | Ruchira Pradeep Patil Inbox





MTX HR & Operations 5:35 pm to me, Ankita, Manish, Ajay, Har... >



Hi Ruchira,

We are thrilled to offer you the role of a **Consultant Trainee**  UI/UX Developer at MTX IT Consulting Services Private Limited.

Enclosed please find your Offer Letter. Should you accept, please respond to this email stating so. From there, we will get started on your onboarding process. We'll be targeting a start date on September 13, 2021.

We are looking forward to a long, warm, and mutually rewarding relationship, an experience full of fun, innovation, and a plethora of learning. Here's welcoming you once again and wishing you luck and success.

Congratulations & Welcome on board at MTX!

Please reach out to Himani Jain if you have any questions regarding the offer.

Thank you.

## MTX HR & Operations



hr.ops@mtxb2b.com | MTX Group Inc.









Offer: Computer Consultancy Ref: TCSL/DT20206895315/Delhi

Date: 02/09/2021

Mr. Onkar Sampat Naik A/P Shengaon ,Tal-Bhudargad , Dist-Kolhapur, Maratha Galli, Gargoti-416209, Maharashtra. Tel# 91-9284837831

Dear Onkar Sampat Naik,

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/DT20206895315

#### TATA CONSULTANCY SERVICES

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### **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

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

## **BOUQUET OF BENEFITS (BoB)**

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

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

## 1. House Rent Allowance (HRA)

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

### 2. Leave Travel Allowance

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

#### 3. Food Card

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



## PERFORMANCE PAY

## **Monthly Performance Pay**

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

## **Quarterly Variable Allowance**

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

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

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

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

## **CITY ALLOWANCE**

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

#### OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

### 1. Basic Cover

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

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TATA CONSULTANCY SERVICES

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ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## **Maternity Leave**

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

# Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

### Loans

You will be eligible for loans, as per TCSL's loan policy.

## **Professional Memberships**

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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## RETIRALS

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

## Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

## 1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

## 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

## 3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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### TATA CONSULTANCY SERVICES



months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

## 4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

### 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

## 6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

### 7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

## 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior

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# **TATA** CONSULTANCY SERVICES



written permission of TCSL.

## 9. Confidentiality Agreement

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

## 10. Service Agreement

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

## 11. Overseas International Assignment Agreement

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

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

### 12. Terms and Conditions

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

### 13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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# **TATA** CONSULTANCY SERVICES



day-to-day conduct as an associate of TCSL.

#### 14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

### 15. Retirement

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

## 16. Pre-employment Medical Certificate

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

## 17. Employment of Non Indian Citizens

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

# 18. Background Check

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

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### 19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
- \*There is no criminal offence registered/pending against you
- \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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

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### TATA CONSULTANCY SERVICES



- \*Passport
- \*NSR E-Card

## 20. TCS Xperience Program

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

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

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

# 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

## 23. Compliance to all clauses

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



# 24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees 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

Londie.

Girish V. Nandimath
Global Head Talent Acquisition & AIP

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



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



#### **GROSS SALARY SHEET**

#### **Annexure 1**

Name	Onkar Sampat Naik
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

<sup>#</sup> 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.

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

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

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

<sup>\*\*\*</sup> 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.



## **Annexure 2**

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELLI C	BELLI N. I.
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	33.0.730.002
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park -
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	



### **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 filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



## 4. Prior knowledge

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

## 5. Use of third party material

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

## 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

### 8. No License

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



## 9. Equitable Rights

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

### 10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





### 23-Aug-2021

**Dear Vaibhavee Uthale**, B.Tech, Computer Science Ashokrao Mane Group of Institutions, Kolhapur

#### Candidate ID - 16695843

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Programmer Analyst Trainee

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500** /- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR Rs. **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

#### Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

- 2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.
- 3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized



based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

- 3.1 Cognizant Internship:
- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- 3.2 Continuous Skill Development (CSD) Program:
- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.
- 3.3 GenC Training Post joining:
- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal onthe-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar

Vice President - Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature: Date:



### Compensation and Benefits

Name: Vaibhavee Uthale Designation: Programmer Analyst Trainee

SI. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		401,988

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



### **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

### **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.
- \* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to
- 1. Choose from a bouquet of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings
- \*\* Incentive Indication: Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.
- \*\*\*Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



### **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of	between:
Cognizant Technology Solutions India Private Limited, a company incorporated under the Control of the India Private Limited, a company incorporated under the Control of the India Private Limited, a company of India; (hereinafter referred to as "Company" or "Cognizant" which expundes repugnant to the context or meaning thereof, be deemed to mean and include its sassigns) of the ONE PART;	pad, Chennai - xpression shall
AND	
Vaibhavee Uthale, 21, residing at (hereinafter you", "your" or "yourself", which expression shall unless repugnant to the context or mean deemed to mean and include his/her heirs, executors and administrators) of the OTHER PA	•
The Company and you are, wherever the context so requires, hereinafter collectively references and individually as "Party".	erred to as the

#### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

#### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

- a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices.
- c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

### 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

### 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

### 9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

### 10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

Rl'qd. Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

### 15. Termination of Employment

- a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:
- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations



• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

### 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	[Name of Employee]
Sign:Name:	Sign: Name: