SADHU VASWANI MISSION'S
St. Mira's College For Girls, Pune
An Autonomous (Affiliated to Savitribai Phule Pune University)
Reaccredited by NAAC- A Grade, cycle 3
[ARTS, COMMERCE, SCIENCE, BSc (Computer Science), BBA, BBA(CA)]
6,Koregaon Road,Pune-411001. [INDIA]
Ph./Fax: 26124846; Email: mira_college@yahoo.co.in

AQAR 2020-2021

5.2.1_ Number of outgoing students who got placement during the year

INFOWEB
We believe in relations. Business follows.
3rd Floor, Cerebrum IT Park,
Unit Number 3/A, Building B3,
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+91 823 760 0555
info@aminfoweb.com
www.aminfoweb.com
Am Infoweb Pvt. Ltd.

OFFER LETTER

Shivani Benson

Dear Shivani,

It's a pleasure in appointing you to our Company as Case Processing Executive.

At **Pune** or in such other capacity the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to Company policy.

APPOINTMENT

a. Your date of appointment is effective from the date of joining which shall be as soon as possible but not later than 05 Aug, 2020
b. You will be on probation for 6 months from the date of your appointment. If in the opinion of the Co mpany you are found suitable in the appointed post you will be confirmed.
c. The retirement age is 58 years.
d. You will be liable to be transferred in such capacity as the Company may from time to time determin e to any other location,
department, function, establishment, or branch of the Company or subsidiary, associate or affiliate Co mpany. In such acase, you will be governed by the
terms and conditions of service applicable to the new assignment.

COMPENSATION

You will be eligible to receive the following: Annual CTC of Rs. ₹ 3,00,000.00

- Salary Structure:

EARNINGS	MONTHLY	YEARLY
Basic	15,100.00	1,81,200.00
Conveyance Allowance	3,267.00	39,204.00
HRA	3,366.00	40,392.00
Medical Allowance	3,267.00	39,204.00
TOTAL	25,000.00	3,00,000.00

STARTEK

Aegis Customer Support Services Pvt. Ltd.
2nd Floor, Minal Shopping Complex,
Minal Residency, J.K. Road, Bhopal – 462024,
Madhya Pradesh, India
www.startek.com

Date: 18-Sep-2020

Mr. Zoya Kapadia,

Bhopal

Dear Zoya,

Sub: Offer letter for the position of Sr Executive

With reference to the interview you had with us, we are pleased to offer you the position **Sr Executive in Band 5.** You will be initially posted at **Bhopal.**

Your position will carry total compensation of **INR 2, 28,000/- (Two Lakhs Twenty Eight Thousand Only)** per annum. A model breakup of your total compensation is enclosed as below. The detailed appointment letter will be issued to you at the time of your joining the company.

Compensation Components	Amount (INR Per Month)	Amount (INR Per Annum)
Basic Salary	9,908	118,898
House Rent Allowance	6,606	79,266
Sub-Total	**16,514**	**198,164**
Bonus as per Payment of Bonus Act *	761	9,128
Sub-Total	**761**	**9,128**
Provident Fund (Employer Contribution)	1,189	14,268
Employee State Insurance (Employer Contribution)	537	6,440
Sub-Total	**1,726**	**20,708**
Total Cost To Company	**19,001**	**228,000**

* Payable quarterly by 10th July for 1st quarter (April, May & June), by 10th October for 2nd quarter (July, August & September), by 10th January for 3rd quarter (October, November & December), by 10th April for 4th Quarter (January, February & March) towards bonus payment in advance for every Financial Year.

As agreed you will join our organization latest by **18th Sep 2020**. Kindly sign a copy of this letter as a token of your acceptance of the offer and return the same for our records. Kindly also convey the exact date of your joining the company.

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STARTEK

Aegis Customer Support Services Pvt. Ltd.

2nd Floor, Minal Shopping Complex,

Minal Residency, J.K. Road, Bhopal – 462024,

Madhya Pradesh, India

www.startek.com

You are also requested to bring the below mentioned, at the time of joining, this would facilitate the smooth completion of the joining formalities.

- 5 recent passport size photographs
- Original testimonials with attested photocopies in respect of educational qualifications.
- Service certificates and relieving certificates from previous employers including last three salary slips.
- Proof of date of birth, Aadhar card & PAN card.

Please note that the company has a Background verification process for all new incumbents. The background screening form is attached which may please be filled & returned to us at the earliest so as to facilitate next steps. Any adverse report shall be dealt with as per company rules.

We look forward to your joining our organization and contribute towards a mutual and beneficial association.

Thanking you,

For **Aegis Customer Support Services Private Limited,**

Navneet

Authorized Signatory

ZOYA KAPADIA

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02-Feb-2021

Neelashree Mukherjee
22/06 JAI NIWAS BLDG,, GURUNANAK NAGAR,
SHANKAR SETH RD.,
Pune - 42,
(Maharashtra) India

Dear **Neelashree**,

On behalf of **KPMG Assurance and Consulting Services LLP** (the **'Firm'**), I am pleased to offer you the position of **Analyst** in **Forensic-PEBC** with the Firm.

You shall be based in **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **03-May-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation

and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force (**'Firm Policy'**). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum. The aforesaid part of CTC shall include Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard and

allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. <u>Annual Increments and Bonus</u>

Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance incentive and/or annual fixed salary increase (and quantum thereof) shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

Any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and amended from time to time.

5. Maternity Benefits **[For Women employees only]**

   You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

   You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

   Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

   (i) trade secrets,

   (ii) lists or details of its suppliers, their services, or customers and the services and their terms of

business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at

any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

   During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

   You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

   We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human

Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

   You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

   You are requested to familiarize yourself with the Firm’s staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to

Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10 Social Media policy

The employee shall ensure compliance with the social media policy of the Company as amended from time to time. It is important that an employee uses only the name of their employer. Any direct or indirect reference to an entity name, other than the name of the employer, shall be construed as a “Serious Misconduct” and shall be subject to the Company’s disciplinary process

D

Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to

terminate this Agreement at will and, at any time, with or without cause, upon ninety (90) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the ninety (90) days written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement in terminated by the Firm on grounds mentioned above within 12 months of joining, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the

unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm’s right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.5 With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in

contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing. Also, this offer is conditional on the receiving and being satisfied, with the background checks on your academic and professional qualification and experiences, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information / particulars provided by you with regards to your educational / professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than

your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **04-Feb-2021**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours Sincerely,
for **KPMG Assurance and Consulting Services LLP**

Authorized Signatory
Navneet Prasad
Human Resource

ACCEPTED

_____

By: **Neelashree Mukherjee**
Date :

Start Date :_____

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm,

their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are ' **Member of the Firm** ' and ' **Covered Person** ' . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'**Member of the Firm**' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term ‘Member of the Firm’ also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

‘Covered Person’ - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm’s **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors’ report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **‘ office ’** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term ‘Covered Person’ also includes immediate family members, as explained in the section titled ‘When Is My Family Subject to the Rules?’ The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **‘ immediate family members ’** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **‘ close family members ’** — immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member’s employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm’s independence.

What Kinds of Investments Are Prohibited For a ‘Member of the Firm’?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in

an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 2

Cost-To-Firm Structure

Indicative Components:		
		Analyst
A	**Basic Salary**	50% of Fixed Compensation and amount of Employer's Contribution to Provident Fund
B	**Provident Fund**	Subject to your entitlement and the policy of the Firm, Employee's Contribution towards Provident Fund will be deducted from the compensation of the employee as per provision of the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and an equivalent amount as indicated in Annexure 1 will be deposited as the Employer's Contribution.
The balance of Fixed Compensation can be structured using the following options:		
		Analyst
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance,	

the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. alongwith Bank statement 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Analyst
C2	**Car Lease**	**X**

	Rentals/Insurance		
	-		
		Analyst	
C3	**Smartphone Purchase**	**X**	
	-		
		Analyst	
C4	**Car Reimbursements**	**X**	
	Fuel	NA	
	Maintenance	NA	
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)		
		Analyst	
C5	**Leave Travel Allowance**	✓	
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)		

		Analyst
C6	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	
		Analyst
C7	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Analyst
C8	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Analyst
C9	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.	
		Analyst
C10	**Purchase of computer at home**	✓
	Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more	

	details, please refer CTC reimbursement policy under Expense Policies)

APPOINTMENT LETTER

10 January, 2021

Dear **NEHA KUMARI KUSHWAHA,**

This is with reference to discussion you had with us recently. We are pleased to offer you the position of a **Associate** on the following terms:

1. Place of Employment and Timing:

1. Your initial place of work will be at **IN-Pune.** However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
2. You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

2. Compensation and Benefits:

1. Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 72000**. Other allowances / reimbursements as due to you are detailed in Annexure I.
2. You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
3. You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
4. Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

3. Reimbursement of Expenses:

The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

4. Leaves:

You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

5. Term:

Employment period shall commence on **12 January, 2021** and you will be on probation for a period of six months from the date of your joining the company. During this time, your appointment is terminable by one month's notice by either party or one month's salary in lieu thereof:

1. You will be deemed to continue on probation until you are confirmed, and the confirmation is communicated to you in writing. After confirmation, your appointment is terminable by two months' notice by either party or two months' salary in lieu thereof. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, the Company may, at its discretion relieve you from such date as it may Deem fit even prior to the expiry of the notice period given by you. However, if the management desires you to continue the employment during the notice period, you shall do so.
2. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy. If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated. In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

6. Retirement:

You will automatically retire on attaining the age of 58 years. You may be retired earlier if found medically unfit.

7. Confidentiality:

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

1. During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.
2. During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.
3. You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.
4. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
5. You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.
6. You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.
7. You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.
8. You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

8. Whilst employed by the company, you:

1. Will not engage in any external activities of a commercial nature
2. Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
3. Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
4. Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
5. You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
6. Will maintain best standards of personal health and should necessarily be medically fit to perform your duties

Other Provisions

1. **Language**. This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
2. **Governing Law**. This appointment shall be governed by and interpreted in accordance with the laws of India.
3. You shall be governed by the "Service Agreement" as applicable to you

It is understood that your date of joining **Wipro Limited**, will not be later than**12 January, 2021** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

Yours faithfully,
For Wipro Limited.

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57



Sandesh Kumar
Associate Vice President – Talent Acquisition

I accept the terms of this letter.

Signature: E-Signature Signature

Date: E-Signature Date

Name: NEHA KUMARI KUSHWAHA

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

ANNEXURE I

Name	**NEHA KUMARI KUSHWAHA**
Designation	**Associate**
Date Of Joining	**12 January, 2021**
Level	**AA**
Basic	**72000**
House Rent Allowance	**36000**
Bonus	**16800**
WBP	**33889**
PF	**12691**
Gratuity	**3463**
ESI	**5157**
Target Cost To Company (per Annum)	**180000**

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

ANNEXURE II
CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro. Noted below are a few examples of 'conflict of interest':

1. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
4. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization, doing or seeking to do business with the company.

I have read and understood the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will inform top management.

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **NEHA KUMARI KUSHWAHA**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

ANNEXURE III

1. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
2. Processing my job application including background verification checks and medical checks
3. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party. I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

Name: NEHA KUMARI KUSHWAHA

Signature: E-Signature Signature

CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **NEHA KUMARI KUSHWAHA**, consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

ANNEXURE IV

4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

Name: NEHA KUMARI KUSHWAHA

Signature: E-Signature Signature

Place: IN-Pune

Date: E-Signature Date

For more details please refer to the policies on **myWipro > App Store > Information > My Policies > India**

Signed by NEHA KUMARI KUSHWAHA | nehakumarikushwaha01@gmail.com | 10-01-2021 12:50:45 PM IST | 103.110.255.57

8th August, 2020

Dear Samrita Guha,

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. ("Company") as an "**Academic Consultant"** for fREADom Live Classes starting **12th of August, 2020** as per this Contract Letter**.**

The terms and conditions of your contract with the Company are given below:

1. **Scope:** You will be responsible for facilitating fREADom live online classes along with all the pre and post-session work for the Company that is assigned to you by the designated Company Official.

2. **Location:** This work can be delivered from anywhere provided you have a high-speed internet connection with power back-up.

3. **Initial Period:** The Period of this Contract from Effective date would be two (2) months, unless mutually accepted and extended further.

4. **Professional fee:**

   A. You will be paid a monthly retainer fee of **INR 11000/- per month for facilitating a minimum of 48 classes per month,** as your professional charges. The charges will include all the incidental expenses incurred for the completion of the project. You will have to raise an invoice at the end of each month. The Company will deduct the prescribed TDS as per the guidelines mentioned in the Companies Act.

   B. Any change in the scope of services would have an implication on the commercial arrangement and it would be mutually agreed before adopting any change to the terms of this contract.

   C. (i) You will be eligible for the monthly remuneration only if you have worked a minimum of **15 working days in a month AND at least 90% of the minimum committed classes facilitated.**

   (ii) If not fulfilling criteria (i), then payout for the month will be calculated @150 INR per class.

   D. You will be on a probationary period of 2 weeks from the date of joining and based on internal evaluation, your role status will be changed to permanent.

5. **Engagement Terms:**

   A. You will conduct a minimum of 48 classes per month including class observations/support classes, based on the plans given to you by the Company. In addition, you would be required to attend training, group sharings sessions, etc. once a week.

B. You will be working 6 days a week, conducting at least 2 classes per day with time slot variation depending on company's requirements.

C. i. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.

ii. You will be eligible for two (2) days of paid leaves per month. Leaves have to be applied with at least 48 hours prior notice.

iii. If in any instance you are not able to provide 48 hour notice, it will be deemed as a personal emergency, which will be limited to one paid day a month and will consume one day out of your paid leaves available quota.

iv. Rescheduling of classes is non-advisable unless it is an emergency, for which, you will be entitled to **one paid reschedule per month**. Post which, each reschedule request will be subject to your reporting manager's approval AND will incur a cost of Rs. 225/class deducted from your monthly stipend payout.

v. Any cancellation of the class due to facilitator negligence, including but not limited to, (i) Zoom error (ii) Internet Issue (iii) Power Cut (iv) No show will be counted as a Missed class.

vi. For every 3 missed classes in a week, one (1) paid leave out of your quota of two (2) unused leaves per month will be deducted OR (1) day stipend will be deducted in case of no unused leaves remaining in the month.. On reaching the count of 12 missed classes in a particular month, it will result in termination of contract with immediate effect and payout fixed at INR 150 per facilitated class in the month.

vii. You can earn a bonus @225 INR per class for taking extra classes above and beyond your minimum class limit.

D. You will teach children of grades 1,2,3 and 4. Any revision made to this will be notified.

E. This contract can be terminated by either party with a notice period of 2 weeks.

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www.stones2milestones.com

F. The company's quality assurance team will monitor and evaluate your sessions and provide guidance, feedback and tips. In case of failure to meet the desired quality standard and compliance with the processes and procedures required to be fulfilled by a Facilitator, then the Company reserves the right to terminate the Contract with immediate effect.

G. This contract will be re-evaluated after two months.

6. **Statutory Tax Liability:** You are responsible for complying with tax regulations. All personal tax liability arising out of this income is to be settled by you individually.

7. **Intellectual Property Rights:** All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.

8. **Confidentiality:** You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization, business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

9. **Indemnity:** Consultant shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any and all loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract"

10. **Pre-Requisites and Guidelines** : Please read Annexure A attached hereto and sign along with the corresponding contract document.

If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us. We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For **Stones2Milestones Edu Services Pvt. Ltd**
Sd/-

_____
Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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yourfriends@stones2milestones.com
www.stones2milestones.com

Annexure: 1 - Non-negotiable Prerequisites & Guidelines

1. Stable fast speed internet which supports video calling.
2. Zoom App to be installed both on Mobile and PC.
3. Active Whatsapp account.
4. Personal Email account.
5. PAN card details.
6. Working Laptop with fully functional audio and web-camera.
7. To login in a class 15 mins prior to start time and submit attendance within 15 minutes of stipulated class time.
8. To be dressed in Indian/Western formals whilst facilitating a class.
9. To have a plain background with sufficient light on your face whilst facilitating a class.
10. To not disclose particulars of this contract with any internal or external member.

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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yourfriends@stones2milestones.com
www.stones2milestones.com

15th September, 2020

Dear Kelly Colaco,

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. ("Company") as an "**Academic Consultant"** for fREADom Live Classes starting **16th September, 2020** as per this Contract Letter**.**

The terms and conditions of your contract with the Company are given below:

1. **Scope:** You will be responsible for facilitating fREADom live online classes along with all the pre and post-session work for the Company that is assigned to you by the designated Company Official.

2. **Location:** This work can be delivered from anywhere provided you have a high-speed internet connection with power back-up.

3. **Initial Period:** The Period of this Contract from Effective date would be two (2) months, unless mutually accepted and extended further.

4. **Professional fee:**

   A. You will be paid a monthly retainer fee of **INR 11000/- per month for facilitating a minimum of 48 classes per month,** as your professional charges. The charges will include all the incidental expenses incurred for the completion of the project. You will have to raise an invoice at the end of each month. The Company will deduct the prescribed TDS as per the guidelines mentioned in the Companies Act.

   B. Any change in the scope of services would have an implication on the commercial arrangement and it would be mutually agreed before adopting any change to the terms of this contract.

   C. (i) You will be eligible for the monthly remuneration only if you have worked a minimum of **15 working days in a month AND at least 90% of the minimum committed classes facilitated.**

   (ii) If not fulfilling criteria (i), then payout for the month will be calculated @150 INR per class.

   D. You will be on a probationary period of 2 weeks from the date of joining and based on internal evaluation, your role status will be changed to permanent.

5. **Engagement Terms:**

   A. You will conduct a minimum of 48 classes per month including class observations/support classes, based on the plans given to you by the Company. In addition, you would be required to attend training, group sharings sessions, etc. once a week.

B. You will be working 6 days a week, conducting at least 2 classes per day with time slot variation depending on company's requirements.

C. i. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.

ii. You will be eligible for two (2) days of paid leaves per month. Leaves have to be applied with at least 48 hours prior notice.

iii. If in any instance you are not able to provide 48 hour notice, it will be deemed as a personal emergency, which will be limited to one paid day a month and will consume one day out of your paid leaves available quota.

iv. Rescheduling of classes is non-advisable unless it is an emergency, for which, you will be entitled to **one paid reschedule per month**. Post which, each reschedule request will be subject to your reporting manager's approval AND will incur a cost of Rs. 225/class deducted from your monthly stipend payout.

v. Any cancellation of the class due to facilitator negligence, including but not limited to, (i) Zoom error (ii) Internet Issue (iii) Power Cut (iv) No show will be counted as a Missed class.

vi. For every 3 missed classes in a week, one (1) paid leave out of your quota of two (2) unused leaves per month will be deducted OR (1) day stipend will be deducted in case of no unused leaves remaining in the month.. On reaching the count of 12 missed classes in a particular month, it will result in termination of contract with immediate effect and payout fixed at INR 150 per facilitated class in the month.

vii. You can earn a bonus @225 INR per class for taking extra classes above and beyond your minimum class limit.

D. You will teach children of grades 1,2,3 and 4. Any revision made to this will be notified.

E. This contract can be terminated by either party with a notice period of 2 weeks.

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yourfriends@stones2milestones.com
www.stones2milestones.com

F. The company's quality assurance team will monitor and evaluate your sessions and provide guidance, feedback and tips. In case of failure to meet the desired quality standard and compliance with the processes and procedures required to be fulfilled by a Facilitator, then the Company reserves the right to terminate the Contract with immediate effect.

G. This contract will be re-evaluated after two months.

6. **Statutory Tax Liability:** You are responsible for complying with tax regulations. All personal tax liability arising out of this income is to be settled by you individually.

7. **Intellectual Property Rights:** All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.

8. **Confidentiality:** You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization, business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

9. **Indemnity:** Consultant shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any and all loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract"

10. **Pre-Requisites and Guidelines** : Please read Annexure A attached hereto and sign along with the corresponding contract document.

If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us. We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For **Stones2Milestones Edu Services Pvt. Ltd**
Sd/-

_____
Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name: Kelly Colaco
Place: Pune
Date: 15.09.2020

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yourfriends@stones2milestones.com
www.stones2milestones.com

Annexure: 1 - Non-negotiable Prerequisites & Guidelines

1. Stable fast speed internet which supports video calling.
2. Zoom App to be installed both on Mobile and PC.
3. Active Whatsapp account.
4. Personal Email account.
5. PAN card details.
6. Working Laptop with fully functional audio and web-camera.
7. To login in a class 15 mins prior to start time and submit attendance within 15 minutes of stipulated class time.
8. To be dressed in Indian/Western formals whilst facilitating a class.
9. To have a plain background with sufficient light on your face whilst facilitating a class.
10. To not disclose particulars of this contract with any internal or external member.

I am pleased to accept the offer and promise to adhere to the Contract.

KellyColaco
_____

Name: Kelly Colaco
Place: Pune
Date: 15.09.2020

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+91 9077077777
yourfriends@stones2milestones.com
www.stones2milestones.com

29th August, 2020

Dear Sakshi Gidwani,

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. ("Company") as an "**Academic Consultant"** for fREADom Live Classes starting **31st of August, 2020** as per this Contract Letter**.**

The terms and conditions of your contract with the Company are given below:

1. **Scope:** You will be responsible for facilitating fREADom live online classes along with all the pre and post-session work for the Company that is assigned to you by the designated Company Official.

2. **Location:** This work can be delivered from anywhere provided you have a high-speed internet connection with power back-up.

3. **Initial Period:** The Period of this Contract from Effective date would be two (2) months, unless mutually accepted and extended further.

4. **Professional fee:**

   A. You will be paid a monthly retainer fee of **INR 17000/- per month for facilitating a minimum of 72 classes per month,** as your professional charges. The charges will include all the incidental expenses incurred for the completion of the project. You will have to raise an invoice at the end of each month. The Company will deduct the prescribed TDS as per the guidelines mentioned in the Companies Act.

   B. Any change in the scope of services would have an implication on the commercial arrangement and it would be mutually agreed before adopting any change to the terms of this contract.

   C. (i) You will be eligible for the monthly remuneration only if you have worked a minimum of **15 working days in a month AND at least 90% of the minimum committed classes facilitated.**

   (ii) If not fulfilling criteria (i), then payout for the month will be calculated @150 INR per class.

   D. You will be on a probationary period of 2 weeks from the date of joining and based on internal evaluation, your role status will be changed to permanent.

5. **Engagement Terms:**

   A. You will conduct a minimum of 72 classes per month including class observations/support classes, based on the plans given to you by the Company. In addition, you would be required to attend training, group sharings sessions, etc. once a week.

B. You will be working 6 days a week, conducting at least 2 classes per day with time slot variation depending on company's requirements.

C. i. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.

ii. You will be eligible for two (2) days of paid leaves per month. Leaves have to be applied with at least 48 hours prior notice.

iii. If in any instance you are not able to provide 48 hour notice, it will be deemed as a personal emergency, which will be limited to one paid day a month and will consume one day out of your paid leaves available quota.

iv. Rescheduling of classes is non-advisable unless it is an emergency, for which, you will be entitled to **one paid reschedule per month**. Post which, each reschedule request will be subject to your reporting manager's approval AND will incur a cost of Rs. 225/class deducted from your monthly stipend payout.

v. Any cancellation of the class due to facilitator negligence, including but not limited to, (i) Zoom error (ii) Internet Issue (iii) Power Cut (iv) No show will be counted as a Missed class.

vi. For every 3 missed classes in a week, one (1) paid leave out of your quota of two (2) unused leaves per month will be deducted OR (1) day stipend will be deducted in case of no unused leaves remaining in the month.. On reaching the count of 12 missed classes in a particular month, it will result in termination of contract with immediate effect and payout fixed at INR 150 per facilitated class in the month.

vii. You can earn a bonus @225 INR per class for taking extra classes above and beyond your minimum class limit.

D. You will teach children of grades 1,2,3 and 4. Any revision made to this will be notified.

E. This contract can be terminated by either party with a notice period of 2 weeks.

STONES2MILESTONES EDU SERVICES PVT. LTD.
+91 9077077777
yourfriends@stones2milestones.com
www.stones2milestones.com

F. The company's quality assurance team will monitor and evaluate your sessions and provide guidance, feedback and tips. In case of failure to meet the desired quality standard and compliance with the processes and procedures required to be fulfilled by a Facilitator, then the Company reserves the right to terminate the Contract with immediate effect.

G. This contract will be re-evaluated after two months.

6. **Statutory Tax Liability:** You are responsible for complying with tax regulations. All personal tax liability arising out of this income is to be settled by you individually.

7. **Intellectual Property Rights:** All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.

8. **Confidentiality:** You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization, business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

9. **Indemnity:** Consultant shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any and all loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract"

10. **Pre-Requisites and Guidelines** : Please read Annexure A attached hereto and sign along with the corresponding contract document.

If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us. We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For **Stones2Milestones Edu Services Pvt. Ltd**
Sd/-

_____
Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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www.stones2milestones.com

Annexure: 1 - Non-negotiable Prerequisites & Guidelines

1. Stable fast speed internet which supports video calling.
2. Zoom App to be installed both on Mobile and PC.
3. Active Whatsapp account.
4. Personal Email account.
5. PAN card details.
6. Working Laptop with fully functional audio and web-camera.
7. To login in a class 15 mins prior to start time and submit attendance within 15 minutes of stipulated class time.
8. To be dressed in Indian/Western formals whilst facilitating a class.
9. To have a plain background with sufficient light on your face whilst facilitating a class.
10. To not disclose particulars of this contract with any internal or external member.

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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www.stones2milestones.com

14th August, 2020

Dear Ritika Jetley,

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. ("Company") as an "**Academic Consultant"** for fREADom Live Classes starting **17th of August, 2020** as per this Contract Letter**.**

The terms and conditions of your contract with the Company are given below:

1. **Scope:** You will be responsible for facilitating fREADom live online classes along with all the pre and post-session work for the Company that is assigned to you by the designated Company Official.

2. **Location:** This work can be delivered from anywhere provided you have a high-speed internet connection with power back-up.

3. **Initial Period:** The Period of this Contract from Effective date would be two (2) months, unless mutually accepted and extended further.

4. **Professional fee:**

   A. You will be paid a monthly retainer fee of **INR 17000/- per month for facilitating a minimum of 72 classes per month,** as your professional charges. The charges will include all the incidental expenses incurred for the completion of the project. You will have to raise an invoice at the end of each month. The Company will deduct the prescribed TDS as per the guidelines mentioned in the Companies Act.

   B. Any change in the scope of services would have an implication on the commercial arrangement and it would be mutually agreed before adopting any change to the terms of this contract.

   C. (i) You will be eligible for the monthly remuneration only if you have worked a minimum of **15 working days in a month AND at least 90% of the minimum committed classes facilitated.**

   (ii) If not fulfilling criteria (i), then payout for the month will be calculated @150 INR per class.

   D. You will be on a probationary period of 2 weeks from the date of joining and based on internal evaluation, your role status will be changed to permanent.

5. **Engagement Terms:**

   A. You will conduct a minimum of 72 classes per month including class observations/support classes, based on the plans given to you by the Company. In addition, you would be required to attend training, group sharings sessions, etc. once a week.

B. You will be working 6 days a week, conducting at least 2 classes per day with time slot variation depending on company's requirements.

C. i. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.

ii. You will be eligible for two (2) days of paid leaves per month. Leaves have to be applied with at least 48 hours prior notice.

iii. If in any instance you are not able to provide 48 hour notice, it will be deemed as a personal emergency, which will be limited to one paid day a month and will consume one day out of your paid leaves available quota.

iv. Rescheduling of classes is non-advisable unless it is an emergency, for which, you will be entitled to **one paid reschedule per month**. Post which, each reschedule request will be subject to your reporting manager's approval AND will incur a cost of Rs. 225/class deducted from your monthly stipend payout.

v. Any cancellation of the class due to facilitator negligence, including but not limited to, (i) Zoom error (ii) Internet Issue (iii) Power Cut (iv) No show will be counted as a Missed class.

vi. For every 3 missed classes in a week, one (1) paid leave out of your quota of two (2) unused leaves per month will be deducted OR (1) day stipend will be deducted in case of no unused leaves remaining in the month.. On reaching the count of 12 missed classes in a particular month, it will result in termination of contract with immediate effect and payout fixed at INR 150 per facilitated class in the month.

vii. You can earn a bonus @225 INR per class for taking extra classes above and beyond your minimum class limit.

D. You will teach children of grades 1,2,3 and 4. Any revision made to this will be notified.

E. This contract can be terminated by either party with a notice period of 2 weeks.

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+91 9077077777
yourfriends@stones2milestones.com
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F. The company's quality assurance team will monitor and evaluate your sessions and provide guidance, feedback and tips. In case of failure to meet the desired quality standard and compliance with the processes and procedures required to be fulfilled by a Facilitator, then the Company reserves the right to terminate the Contract with immediate effect.

G. This contract will be re-evaluated after two months.

6. **Statutory Tax Liability:** You are responsible for complying with tax regulations. All personal tax liability arising out of this income is to be settled by you individually.

7. **Intellectual Property Rights:** All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.

8. **Confidentiality:** You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization, business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

9. **Indemnity:** Consultant shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any and all loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract"

10. **Pre-Requisites and Guidelines** : Please read Annexure A attached hereto and sign along with the corresponding contract document.

If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us. We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For **Stones2Milestones Edu Services Pvt. Ltd**
Sd/-

_____
Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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www.stones2milestones.com

Annexure: 1 - Non-negotiable Prerequisites & Guidelines

1. Stable fast speed internet which supports video calling.
2. Zoom App to be installed both on Mobile and PC.
3. Active Whatsapp account.
4. Personal Email account.
5. PAN card details.
6. Working Laptop with fully functional audio and web-camera.
7. To login in a class 15 mins prior to start time and submit attendance within 15 minutes of stipulated class time.
8. To be dressed in Indian/Western formals whilst facilitating a class.
9. To have a plain background with sufficient light on your face whilst facilitating a class.
10. To not disclose particulars of this contract with any internal or external member.

I am pleased to accept the offer and promise to adhere to the Contract.

_____
Name:
Place:
Date: _____

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www.stones2milestones.com

Date: August 5, 2021

Aditi Patil
Shreeji Enclave,
Behind Bagwati Gas Agency,
Rane nagar,
Nashik – 422009

Dear Aditi,

We have the pleasure of offering you an appointment as a '**Trainee**' with effect from **August 6, 2021** in the company on the following terms and conditions:

1. You are being employed as '**Trainee**', to work in the fields of production, documentation, servicing, and maintenance of software and software applications. The Company will produce software products and applications of international standards for international clients.

2. During your service with the company, you will diligently and faithfully serve the Company in such capacity aforesaid.

3. For six months of training, you will be provided with accommodation and a stipend of **Rs. 10,000/-** per month.

4. You may at any time be called upon to perform other than your normal duties, which in the opinion of the Company are within your capacity to discharge, and you will forthwith undertake to discharge these duties with care and diligence.

5. During your employment and thereafter, you will keep all secrets and will not divulge to any person, firm or Company whatsoever (other than to the Directors or partners of the Company or their authorized representatives or except under legal duress) confidential information of any description acquired by you while in our service concerning the process of manufacture, business practices or affairs of the Company or any of its associates, or their customers or suppliers.

6. You will not, during the continuance of your contract, undertake or carry on, either alone or in partnership, nor be directly or indirectly employed or concerned with as a principal-agent, or otherwise in any business, trade or profession whatsoever. You will fully devote your time and attention to your duties with us.

7. This contract is valid for six months after which you will be on-boarded as a fresher based on your performance. If absorbed as a fresher, you commit to work at Extentia for 30 months including **6 months** of your training and your CTC will be **3.13 lakhs per annum**. If you resign within 30 months, you would be expected to pay Extentia a sum of **Rs. 75,000** only towards ending your commitment to Extentia and serve a notice period of 3 months. Post your training period, if you wish to continue with the accommodation then Rs. 5000 per month will be the rent.

8. Resignation cannot be given by an employee when he/she is on leave and no leave will be granted once a resignation letter has been submitted. Notice Period during Trainee period is one month. You will not be getting any Service Certificate in case you resign during your trainee period.

9. For the present, your services are required at Pune, and as and when the necessity arises, the Company has the right to transfer your services to any place in India.

10. Upon termination of your contract, you will return to the Company all documents, books, or any other articles of the Company and/or copies thereof belonging to the Company.

11. Helmets are compulsory at Extentia for the rider and the pillion rider.

Should you agree to the above terms and conditions, please return the duplicate copy of this letter duly signed by you confirming your acceptance.

We take this opportunity to welcome you to our organization and hope your association with us will prove to be of mutual benefit.

Yours faithfully,

Celina Joseph
Vice President, Human Resources
Extentia Information Technology Pvt. Ltd.
Date: August 5, 2021



I ACCEPT

My date of joining will be 06/08/2021

Novel Institute of Business Management & Research (Trust)
TRUST REG. NO. MAHARASHTRA/ 1001 /2003 PUNE

Novel International School

GP 193, Beside Bird Valley, Near Thermax Chowk, Chinchwad, Pune - 411 019.
Tel: + 91 020 67171717 Mob.: +91 0988128006 / 9881290066. E-mail: office@novelinternationalschool.com
Web: www.novelinternationalschool.com

Ref. No.: NIS/Out/2021-22/439

Date: 09/07/2021

To,

Ms. Mariya Roy
Aishwaryam Housing Society,
Bld – G, Flat no - 203, Akurdi,
Pune - 411019

Sub: Offer letter for the academic year 2021-22

Dear Mariya Roy,

This is with reference to your application and the round of interviews we had with you, we are pleased to inform you that, we select you as an PRT "Asst. Teacher" for the academic year 2021-22. Kindly join your duties from 15th July 2021. Your reporting time would be 8:30 am. The duties, responsibilities, rules and regulations will be mentioned in your appointment letter which will be given on joining.

Your salary for the academic year 2021-22 will be Rs 12,819 per month. This includes your provident fund as per government rules.

Thanking you,

Mrs Manasi Hasabnis
Principal

Reliance
Brands
Limited

8th Floor Maker Tower 'E',
Cuffe Parade, Mumbai 400 005
Tel: +91 22 3555 3200
Fax: +91 22 3555 3299

Date: 24 February, 2021

Ref: HR/FEB/21/A1/58610346/60164983/1000948798

Tamanna Babani
KONARK INDRAYU ENCLAVE -2
NIBM UNDRI ROAD
Pune 411048
Maharashtra, India

Offer cum Appointment Letter

Dear **Ms. Tamanna**

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Fashion Consultant** in **A1 grade** in our business on the following terms and conditions.

1. **PLACE OF POSTING:**

Your initial posting will be at **Pune**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

2. **COMPENSATION:**

Your compensation is on a Cost to Company (CTC) basis which is the sum of Fixed Pay, Retirals and Performance Linked Incentive, payable as detailed in Annexure 1A and Annexure 1B.

i. **Fixed Pay:** This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the Company.

ii. **Retirals:**

This includes:
- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @4,81% of Basic Pay.

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

iii. **Performance Linked Incentive (PLI):** This will be paid to you based on the guidelines set by the Company on individual/ Company performance. Wherever applicable and as determined by the Company, PLI is payable subject to you continuing in the services of the Company and not serving notice period as on the date of disbursement.

iv. Under Choice Pay, you have an option to select various elements. You are required to structure your individual preference of Choice Pay and provide details to HR at the time of joining.

v. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company. The available CTC components along with limits have

TAMANNA

been detailed in Annexure 1A.

vi. The compensation components, as detailed in Annexure 1A, are discretionary and the Company has the right to change these components at any time without notice.

vii. The Management views the compensation offered to you as an extremely confidential matter and any leakage of the same shall be viewed as a serious breach of this confidence at your level.

viii. Your compensation and all other payments received by you would be subject to the prevailing tax rules and regulations.

3. GENERAL:

i. The Annexure 1B and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

ii. Any payments made towards recovery of notice period by your previous employer, joining/ relocation expenses paid by the Company, reimbursement or any other expenses as part of the joining will be recovered in full in the event of your separation from the company before completion of one year of joining.

iii. You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

iv. This offer is subject to your joining us on or before **25 February 2021** and us receiving the following:
   a. Acceptance within 3 days from issue of this letter.
   b. A copy of your resignation letter within 3 days; and acceptance of resignation within 7 days of receiving this letter
   c. Successful clearance of the pre- employment medical examination.
   d. Successful third party verification of your personal & professional details.
   e. All supporting documents related to your previous emoluments and employment.
   f. The contact details of 3 references (1 of the HR or Reporting manager in the current organization, 1 from previous organization and 1 any other senior person of your professional / personal contact)

We wish you a long and successful association with Reliance family.

Sincerely yours,

Reliance Brands Limited

I accept the above terms and I will join on 25 February 2021

Authorised Signatory

Signature of the Employee

Annexure 1A

Name: Tamanna Babani — Grade : A1

EARNINGS

	CTC Components	Proposed CTC (Rs.)	
		Monthly	Annual
	A. Fixed Pay		
1	Basic Pay	8,586	1,03,032
	Choice Pay		
2	Conveyance		
3	Fuel & Maintenance	Refer Annexure	Refer Annexure
4	Leave Travel Allowance	Refer Annexure	Refer Annexure
5	Medical Reimbursement	Refer Annexure	Refer Annexure
6	Bonus*	1,717	20,606
7	Residual Choice Pay	3,536	42,434
	Housing		
8	House Rent Allowance	4,293	51,516
	Insurance		
9	GPA Insurance Premium		
10	Group Term Life Insurance Premium		
	Retirals		
11	PF - Employer Contribution	1,455	17,456
12	Gratuity (4.81% of Basic)	413	4,956
	Total Fixed Pay [A]	20,000	2,40,000
	B. Performance Linked Incentive		
1	Performance Linked Incentive	5,000	60,000
	Total Performance Linked Incentive [B]	5,000	60,000
	Total CTC (A + B)	25,000	3,00,000

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.

TABABANI

Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.

b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. REPRESENTATIONS AND WARRANTIES:

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.

b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.

c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.

d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith

e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.



f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.

g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. **Non Solicitation:** You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.

e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule

THUANNA

notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.

g. **Confidentiality:** You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. **Proprietary Rights**: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

j. **Return of the Company's Property and records:** Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.

k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

l. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.

m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.

n. **Model Release:** You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.

o. **Enforceability:** You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:

a. **Employment AT-WILL:** You and the Company acknowledge that the employment is and shall continue

to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.

b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.

c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.

d. **Absenteeism:** If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

i. Return to work within 8 days from the commencement of such absence, and
ii. Give an explanation to the satisfaction of the Management regarding such absence

e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.

f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.

g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.

h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.

i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.

j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of Reliance or any of its Group Companies.

k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.

7. **AUTHORIZATION FOR ANTECEDENT VERIFICATION :**

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that Reliance Retail has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. **GENERAL:**

a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.

b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.

c. **Media Interaction:** You will not interact with the media - electronic, print or otherwise in

i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.

ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.

iii. You shall also not disclose non-public information selectively to any particular group as it may lead to unfair advantage / discrimination.

iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.

v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.

d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.

e. **Entire Agreement:** This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.

f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.

g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.

i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name: TAMANNA BABANI

Signature: TAMANNA

Date: 24.02.2021

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EMPLOYEMENT OFFER LETTER

Reference: Vedic-Pac Systems Pvt. Ltd./Recruitment/Sales/Sep'21

CONFIDENTIAL

Date: 01st Sep 2021

Ms Bhavana Khude
Pune

Subject: Employment Offer Letter for **Executive-Sales Support**

Dear Ms Bhavana,

Further to your application for employment with us and the subsequent selection process, we are pleased to offer you a position of **Executive Sales Support** with **Vedic Pac-Systems Pvt. Ltd.** We would appreciate your joining at the earliest but in any case, not later than **06th September 2021, Monday**.

The following are the terms and conditions of your employment with the Company. Please note that the Company reserves its right to amend these terms and conditions as necessary:

A. SALARY:

Your Annual Cost to Company will be **INR 2,64,000 (Two Lakh Sixty-Four Thousand only)** plus yearly bonus. Detailed break up of your CTC is given in '**Annexure-A**'.

B. ACCEPTANCE OF OFFER:

1. Please send us your acceptance of this Offer Letter within a period of forty-eight (48) working hours from the receipt of this Offer Letter.
2. Upon acceptance of this Offer Letter by you within the prescribed time-period, your employment with the Company will be effective from the date of your joining the Company.
3. You are required to join the Company after your present employer formally relieves you, if applicable. However, in case you are unable to present us with the relieving letter at the time of joining, the Company will not be liable for any consequences arising out of your previous employment.

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4. You shall be solely liable to indemnify and hold the Company harmless against any costs, losses and expenses, direct or indirect, that the Company may incur or be required to pay as a result of not producing a valid letter unconditionally relieving you from the previous employment.
5. As per the business requirement, kindly fill the enclosed '**Annexure-B'**. By accepting this Offer Letter, you give your unconditional consent to the Company and/or its authorized person/ agency/contractor to carry out your background check and take all necessary actions to verify the authenticity of the information provided. In case of your failure to take necessary steps as mentioned above in this point, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including termination of your employment without any obligations or without any notice period or compensation. Further, you allow the Company to provide your personal information (a) for internal business requirements (b) for applicable legal compliance in or outside India (c) if required by court or government authorities.

C. WORK LOCATION

On the date of joining, you will be deputed at **Pune.** However, your services are liable to be deputed to any other locations of the Company anywhere in the India or abroad subject to Company policies and Company's business requirements. The Company reserves the right to transfer your services to any of its offices/sites/divisions/affiliates/associates of the Company as it may deem necessary in its sole discretion for such period of time as the Company may deem appropriate.

D. INCREMENTS AND PROMOTION

Your growth in the Company and increments in the salary will depend solely on your performance and contribution to the Company. The increments and salary revision will be driven as per the Performance Management Policy of the Company. You should be employed with the Company for a period of minimum six (6) months, before being considered eligible for any compensation review.

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E. PROBATIONARY PERIOD

You will be on probation for period of (06) Six Months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be confirmed and communicated to you in writing. In case your performance is not satisfactory, the Company may either extend your Probation Period or terminate your services at any time during the Probation Period without any obligation pertaining to a notice period.

F. NOTICE PERIOD

During probation, your employment can be terminated with thirty (30) days prior written notice on your part whereas, the Company can terminate your employment with or without cause and with or without notice period and in this case the Company will not be liable for any pay in-lieu of notice period. After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give sixty (60) days of written notice. Similarly, the Company may terminate your employment by giving you sixty (60) days' notice or salary in lieu of notice period.

The Company can, at any time, terminate your service immediately without any notice period and without any compensation in case the employment is terminated on grounds of (i) Breach of confidentiality (ii) Violation of law (iii) Gross Misconduct (iv) Material breach of Company policy (v) Breach of any non-compete or non-solicit or non-disclosure undertaking provided to previous employer(s). In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

G. RULES AND REGULATIONS

You will be governed by the Company Policies & HR Policies applicable to the employees of the Company, including time to time revisions in Company Policies & HR Policies. During the continuance of your engagement with the Company, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavour to promote the interest and business thereof.

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H. INVENTION ASSIGNMENT AND CONFIDENTIALITY UNDERTAKING

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company and should be treated as such. As part of the joining process, you will be required to sign 'Employee Non-Compete Agreement and Employee Non-Disclosure clause mentioned in the '**Appointment Letter**'.

I. WORKING DAYS:

Normal working days are Monday through Friday and alternate Saturday. The Company observes every Sunday as weekly off. Regular office hours are from 9:30 AM to 5:30 PM. From time to time, whenever required you will be required to work reasonable additional hours or after hours when necessary, to perform your duties. Whenever you will be deployed to the Customer's/ Principal's site for the official work purpose, then you are required to work as per the Customer's/ Principal's work schedule.

J. INFORMATION AND SECURITY:

The role assigned during your employment with the Company includes the Information Security responsibilities as required by the organization and the customer. This includes adhering, maintaining information security artefacts as required by Information Security Policy of the organization and customer. During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third-party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

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K. NO CONFLICT:

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with any other agreement that you may have entered or any obligation that you may be bound to.

L. JOINING FORMALITIES:

Kindly contact **Ms. Pranita Palekar** (Ph. No.: 020-26154505) on the date of joining. We request you to report at 10:00 AM at the address mentioned below for completion of joining formalities.

Vedic Pac-Systems Pvt. Ltd.
B-6, Mantri Manor, Lane No.05
Koregoan Park
Pune – 411 001

In token of your acceptance of this offer, kindly sign and return duplicate copy of this letter to HR Dept. at **hr@vedicsystems.com**

We welcome you to the Vedic family and look forward to a long and mutually rewarding association.

Yours sincerely,

For Vedic Pac-Systems Pvt. Ltd.

VEDIC PAC-SYSTEMS PVT. LTD.

Pranita Palekar
Human Resources

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ANNEXURE – A

(COMPENSATION & BENEFITS)

Cash Components	**Monthly (INR)**	**Yearly (INR)**
Basic Salary	10,853	1,30,236
House Rent Allowance	4,341	52,092
Conveyance Allowance	1,600	19,200
Supplementary/Special Allowance	3,956	47,472
Benefit Package		
Medical Reimbursement (Domiciliary)	1,250	15,000
L T A Reimbursement	NA.	NA.
PETROL Expenses Reimbursement	NA.	NA.
Bonus Statutory (Yearly)		
Retiral Benefits		
Provident Fund (Employer+ Employee Contribution)	As per the regulation	As per the regulation
TOTAL COST TO THE COMPANY /ANNUM	**22,000**	**2,64,000**
Other Benefits		
Bonus	NA	Performance based

Note: TDS & Statutory provisions & amendments are applicable.

For **Vedic Pac-Systems Pvt. Ltd.**

Pranita Palekar

Human Resources

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In addition to major benefits mentioned in "Annexure - A", Vedic Pac-Systems Pvt. Ltd. provides the following benefits, as applicable/ as per company policy

1. Leaves
2. Employee Leaves - 24 Days/Annum
3. Maternity Leave (ML) - As statutory requirement
4. Paternity Leaves (PL)-7 Days
5. Paid Public Holidays
6. Performance Based Bonus
7. Reward and Recognition
8. Employee Engagement activities

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Acceptance of the offer:

I have read and understood all the terms and conditions contained in this Offer Letter and agree to abide by the same. I am signing this Offer Letter as a token of my having accepted employment with the Company and the terms and conditions set out in this Offer Letter. Also, I hereby declare that nothing apart from the above-mentioned clauses have been committed to me during the selection process.

I will join the Company on 6/9/21 (DD-MM-YYYY).

Signature: **Date:** 1/9/21

Name: Bhavana Bhim Khude

Cognizant

21-Jul-2021

Dear Aditi Sampat,
B.A, Psychology
St. Miras College For Girls

Candidate ID – 17322683

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 **Graduate 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 **251,999/-.** This includes an annual target incentive of INR **12,000 /-** 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.**284,111/-.** This includes an annual target incentive of INR **12,000/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

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

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

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) completion 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:**

Cognizant

Compensation and Benefits

Name: Aditi Sampat **Designation:** Graduate Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1475.892857	17,711
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	5330	63,960
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	469	5,628
	Annual Gross Compensation		**220,499**
	Incentive Indication (per annum)**		12,000
	Annual Total Compensation		**232,499**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**251,999**

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

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

Leave & Vacation:

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

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

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

Provident Fund Wages:

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

Employees State Insurance:

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to
1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**** Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

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

Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;
AND

Aditi Sampat, 21, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.
The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

By signing below,

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

6. Work Schedule

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

discretion and notified to you in advance.
c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

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

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

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

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

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

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

Cognizant Technology Solutions India Private Limited **Aditi Sampat**

Sign: _____ Sign: _____

Name: Name:

December 9, 2020

Himani Kedia
Pune

Dear Himani,

Congratulations! Subsequent to the discussions we had with you recently, we are pleased to offer you an appointment in our organization. Please find the details below:

Position:	Process Associate
Grade:	G1 L1
Date of Joining:	On or Before September 1, 2021
Compensation:	**Gross Compensation of INR. 2,50,008/-** (INR Two Lakh Fifty Thousand Eight 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**. However, your services are transferable, and you may be assigned, to any location in India or abroad where the Company or any one of its associates or customers, conducts business.

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 of this offer 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.

Note: Please find the details of the terms & conditions of this offer attached. The details of which are strictly confidential and should not be shared with anyone.

We congratulate you on your appointment and wish you a long and successful career with Sincro Digital Marketing (India) Private Limited.

Sincerely,

Ravi Motwani
(Managing Director)

Salary Annexure

Name : **Himani Kedia**

Position : **Process Associate, G1 L1**

A. Monthly Salary	**Rs. / Month**	**Rs. / Annum**
Basic Salary	5,700.00	
House Rent Allowance (40% of Basic Salary)	2,280.00	
Flexible Benefits*	910.00	
Special Allowance	5,645.00	
Ex-Gratia	950.00	
Conveyance	1,600.00	
Total A	**17,085.00**	
B. Standard Benefits		
Provident Fund**	1,625.00	
Gratuity	274.00	
Total B	**1,899.00**	
Monthly Gross Salary	**18,984.00**	
Total Yearly Salary (A+B)		**227,808.00**
C. EOC Allowance	**1,250.00**	15,000.00
D. Broadband Allowance	**600.00**	7,200.00
Cost to Company (A+B+C+D)		**250,008.00**

** Flexible Benefits include Leave Travel Allowance and Children Education Allowance.*

*** PF will be deducted as per the statutory norms*

Terms and Conditions

1. Working Hours

The organization works 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

You will be required to execute a confidentiality agreement at the time of joining, regarding your employment and the business matters of the organization.

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 organization 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 organization, 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)

Permanent Account Number (PAN) is mandatory under Income Tax Act for processing salaries. In the absence of PAN, TDS would be deducted as per the applicable slab rate of Income Tax.

6. Statutory Benefits

Provident Fund: Provident Fund will be deducted from your salary as per EPF Act. The organization will also contribute a matching amount towards your Provident Fund. The PF related components of the compensation would be governed by the relevant statutory laws as may be applicable from time to time.

Gratuity: 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 applicable as per statutory laws.

8. Flexible Benefits

The Flexible Benefit is a key component in your Gross Yearly Compensation. 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 organization.

10. Personal Accident Insurance

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

11. Background Checks

Background checks (Address, Criminal, Education and Employment, Reference checks or any other check as required by the organization 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 organization policy / business need. If the information provided by you is misrepresented, the organization 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 organization reserves the right to immediately terminate your services.

12. Leaves

You are eligible for Privilege Leaves and Casual Leaves as per the organization policy. You are also entitled to avail the Public Holidays as per the organization policy. Leave should be taken, as mutually agreed between you and the Reporting Manager.
For those members who joined the organization 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.

We are looking forward to your joining the Sincro Digital family!

02-Feb-2021

Tanisha Khatri
33/A Ram's Niwas, Defence R and D,
Pune - 411015,
(Maharashtra) India

Dear **Tanisha**,

On behalf of **KPMG Assurance and Consulting Services LLP** (the **'Firm'**), I am pleased to offer you the position of **Analyst** in **Forensic-PEBC** with the Firm.

You shall be based in **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **03-May-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for

the time being in force (**'Firm Policy'**). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum. The aforesaid part of CTC shall include Employer’s contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard and allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Annual Increments and Bonus

   Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance incentive and/or annual fixed salary increase (and quantum thereof) shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

   Any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

   Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance

Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and amended from time to time.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how,

discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm’s staff

manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10 Social Media policy

D The employee shall ensure compliance with the social media policy of the Company as amended from time to time. It is important that an employee uses only the name of their employer. Any direct or indirect reference to an entity name, other than the name of the employer, shall be construed as a "Serious Misconduct" and shall be subject to the Company's disciplinary process

Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon ninety (90) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus

letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the ninety (90) days written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement in terminated by the Firm on grounds mentioned above within 12 months of joining, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm’s right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.5 With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm

directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing. Also, this offer is conditional on the receiving and being satisfied, with the background checks on your academic and professional qualification and experiences, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information / particulars provided by you with regards to your educational / professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that

any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in

any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **04-Feb-2021**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours Sincerely,
for **KPMG Assurance and Consulting Services LLP**

Authorized Signatory
Navneet Prasad

Human Resource

ACCEPTED

_____

By: **Tanisha Khatri**
Date :

Start Date :_____

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In

addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for

the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material

and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However,

certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1
INDICATIVE COST-TO-FIRM PLAN

Tanisha Khatri
KPMG Assurance and Consulting Services LLP

Cost-To-Firm Category	**Monthly (in INR)**	**Annual (in INR)**
i) Basic Salary	7042	84500
ii) Flexible Compensation	5533	66392
iii) Employer Contribution to Provident Fund	1509	18108
a) Fixed Compensation along with Employer's Contribution to Provident Fund (2020-21) (i+ii+iii)	**14084**	**169000**
a) Gratuity	339	4063
b) Insurance Premium		13967
Total Cost to Firm (2020-21) (a+b+c)		**187030**

Employee Contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions.Act, 1952, subject to your entitlement and the policy of the Firm in that regard. Gratuity will be paid as per applicable rules.

You may be entitled to a performance bonus as per the Firm policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

OTHER BENEFITS

Group Medical Insurance: Your family and you are INR

covered to the extent of	300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Firm you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from..

ANNEXURE 2

Cost-To-Firm Structure

Indicative Components:		
		Analyst
A	**Basic Salary**	50% of Fixed Compensation and amount of Employer's Contribution to Provident Fund
B	**Provident Fund**	Subject to your entitlement and the policy of the Firm, Employee's Contribution towards Provident Fund will be deducted from the compensation of the employee as per provision of the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and an equivalent amount as indicated in Annexure 1 will be deposited as the Employer's Contribution.
The balance of Fixed Compensation can be structured using the following options:		
		Analyst
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months	

or more, it should be registered under the Registration Act.

2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. alongwith Bank statement 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Analyst
C2	**Car Lease Rentals/Insurance**	**X**
	-	

		Analyst
C3	**Smartphone Purchase**	**X**
	-	

		Analyst	
C4	**Car Reimbursements**	**X**	
	Fuel	NA	
	Maintenance	NA	
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)		
		Analyst	
C5	**Leave Travel Allowance**	✓	
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)		
		Analyst	
C6	**Children's Education Allowance**	✓	
	Exemption as per IT Rules.		
		Analyst	
C7	**Expenses in pursuit of Education**	✓	
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.		
		Analyst	
C8	**Home landline/**	✓	

	Mobile bill reimbursements	
		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Analyst
C9	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.	
		Analyst
C10	**Purchase of computer at home**	✓
	Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more details, please refer CTC reimbursement policy under Expense Policies)	

Offer electronically accepted by: Khatri, Tanisha
Offer electronically accepted on: Feb 2, 2021 1:39 PM
Offer electronically accepted from: 103.110.253.145

03-Feb-2021

Suchandra Bhattacharya
Flat No F-2016, Ganga Glitz,, Kad Nagar, Undri,
Pune - 411028,
(Maharashtra) India

Dear **Suchandra**,

On behalf of **KPMG Assurance and Consulting Services LLP** (the **'Firm'**), I am pleased to offer you the position of **Analyst** in **Forensic-PEBC** with the Firm.

You shall be based in **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **02-May-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force (**'Firm Policy'**). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such

Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum. The aforesaid part of CTC shall include Employer's contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard and allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Annual Increments and Bonus

   Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance incentive and/or

annual fixed salary increase (and quantum thereof) shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

Any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and amended from time to time.

5. Maternity Benefits **[For Women employees only]**

   You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

   You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

   Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on

joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with

the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10 Social Media policy

The employee shall ensure compliance with the social media policy of the Company as amended from time to time. It is important that an employee uses only the name of their employer. Any direct or indirect reference to an entity name, other than the name of the employer, shall be construed as a "Serious Misconduct" and shall be subject to the Company's disciplinary process

D

Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu

thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon ninety (90) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the ninety (90) days written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement in terminated by the Firm on grounds mentioned above within 12 months of joining, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with

the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm's right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.5 With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. <u>Breach or Misconduct</u>

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing. Also, this offer is conditional on the receiving and being satisfied, with the background checks on your academic and professional qualification and

experiences, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information / particulars provided by you with regards to your educational / professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential

Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **03-Feb-2021**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours Sincerely,
for **KPMG Assurance and Consulting Services LLP**

Authorized Signatory

Navneet Prasad
Human Resource

ACCEPTED

_____
By: **Suchandra Bhattacharya**
Date :

Start Date :_____

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In

addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for

the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material

and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However,

certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1
INDICATIVE COST-TO-FIRM PLAN

Suchandra Bhattacharya
KPMG Assurance and Consulting Services LLP

Cost-To-Firm Category	**Monthly (in INR)**	**Annual (in INR)**
i) Basic Salary	7042	84500
ii) Flexible Compensation	5533	66392
iii) Employer Contribution to Provident Fund	1509	18108
a) Fixed Compensation along with Employer's Contribution to Provident Fund (2020-21) (i+ii+iii)	**14084**	**169000**
a) Gratuity	339	4063
b) Insurance Premium		13967
Total Cost to Firm (2020-21) (a+b+c)		**187030**

Employee Contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions.Act, 1952, subject to your entitlement and the policy of the Firm in that regard. Gratuity will be paid as per applicable rules.

You may be entitled to a performance bonus as per the Firm policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000

Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Firm you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from..

ANNEXURE 2

Cost-To-Firm Structure		
Indicative Components:		
		Analyst
A	**Basic Salary**	50% of Fixed Compensation and amount of Employer's Contribution to Provident Fund
B	**Provident Fund**	Subject to your entitlement and the policy of the Firm, Employee's Contribution towards Provident Fund will be deducted from the compensation of the employee as per provision of the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and an equivalent amount as indicated in Annexure 1 will be deposited as the Employer's Contribution.
The balance of Fixed Compensation can be structured using the following options:		
		Analyst
C1	**House Rent Allowance**	✓
	If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following: 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.	

2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	**Requirement**
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. alongwith Bank statement 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Analyst
C2	**Car Lease Rentals/Insurance**	**X**
	-	
		Analyst
C3	**Smartphone Purchase**	**X**
	-	

		Analyst
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	

		Analyst
C5	**Leave Travel Allowance**	✓
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	

		Analyst
C6	**Children's Education Allowance**	✓
	Exemption as per IT Rules.	

		Analyst
C7	**Expenses in pursuit of Education**	✓
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	

		Analyst
C8	**Home landline/ Mobile bill reimbursements**	✓

		Rs 15,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Analyst
C9	**Meal Vouchers**	✓
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.	
		Analyst
C10	**Purchase of computer at home**	✓
	Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more details, please refer CTC reimbursement policy under Expense Policies)	

Offer electronically accepted by: Bhattacharya, Suchandra
Offer electronically accepted on: Feb 4, 2021 5:11 PM
Offer electronically accepted from: 152.57.103.190

Regd Off:
Northern Operating Services Pvt. Ltd.
2nd Floor, RMZ Ecospace, Campus 1C,
Sarjapur Outer Ring Road
Bangalore, 560 103,
Karnataka, India.
Main - +91 (80) 4017 8500
CIN – U72300KA2005PTC048089

SEZ Unit:
Northern Operating Services Pvt. Ltd.
Tower A, 13th to 16th Floor,
EON Free Zone- II,
EON Kharadi Infrastructure Pvt. Ltd. – SEZ,
Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

Date: 25-February-2021

Letter of Intent

Dear Trincy James,

Further to your job application and subsequent interview with our recruitment panel, we are delighted to offer you employment with **Northern Operating Services Private Limited** ("Northern") as "**Analyst",** in our **Pune** office. The duties and responsibilities of the position are as outlined in your meeting with the interview panel. This letter of intent is a mutual agreement between Northern and you for employment at Northern. Brief details of your employment terms are outlined below. A detailed offer letter will be sent to you closer to your joining date.

Date Of Joining	Will be Confirmed by HR as appropriate date approaches.
Salary	Your Annual Fixed Pay will be **₹ 265,198** payable monthly in arrears. This will be credited to your bank account on the last working day of each month. The salary break-up is detailed in Annexure
Retrials	You will be entitled to participate in the Northern Provident Fund and Gratuity Scheme as per statutory requirements.
Benefits	You will be entitled to the following discretionary benefits, which may be varied or removed by Northern at any time: • Northern provides transport to all its employees or a transportation allowance under the Transport Opt out Scheme • Private Health Insurance for self, spouse, children and either of parents or parents in law; • Accident insurance and • Life assurance
Conditional Offer	Your appointment as "**Analyst**" with Northern is conditional upon: 1. You submitting your convocation/graduation certificate and/or course completion certification along with all semester mark sheets within six months from the date of joining Northern; failing to do so may amount to Northern taking corrective action which could lead to you being terminated from Northern 2. Background checks on your academic and professional qualifications, current residential address, experience, and any criminal records;

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	3. Receipt of written references; 4. Your eligibility to work in India. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commences.); 5. You are not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; 6. Your providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers. 7. Achieving and maintaining an acceptable standard for compliance purposes; 8. Written acceptance of this letter of Intent.
Working Hours & Leave	Your working hours and annual Leave shall be as per Northern policy and is detailed in the 'Statement of Terms of Employment' and 'Northern Trust India Employee Handbook'. Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered. Employees may be required to work overtime. In such a case they will be compensated as per the provisions in the law.
Probation & Notice Periods	The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern Operating Services Private Limited will be considered to have been successfully

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NORTHERN TRUST

	completed after of six months or you will be advised in writing, if the Company decides to extend your probationary period. During your probationary period, initially of six months or any extended length of time, your notice entitlement will be one week, to be given by either party, prior to termination of the appointment. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of 60 prior to termination of the appointment

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NORTHERN TRUST

Salary Break up Annexure

Name: Trincy James
Date: 25-February-2021

Salary Component	**Amount**
Basic	₹ 95,600
House Rent Allowance	₹ 38,240
Flexible Cash Component	₹ 95,160
Statutory Bonus	₹ 10,000
Total Fixed Pay (TFP)	₹ 239,000
Short Term Incentive* (subject to the terms of Northern' s Partners Incentive Plan)	0 – 10%
Retirals	
Employer's contribution to PF	₹ 21,600
Gratuity	₹ 4,598
Sub Total	₹ 26,198
Annual Fixed Pay (TFP + Retirals)	**₹ 265,198**
Monthly Gross	**₹ 19,917**

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Name & Email Address : Trincy James , trincyjames2000@gmail.com
Start Date: Will be Confirmed by HR as appropriate date approaches.

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Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

Date: 25-February-2021

Letter of Intent

Dear Pratiksha Mishra,

Further to your job application and subsequent interview with our recruitment panel, we are delighted to offer you employment with **Northern Operating Services Private Limited** ("Northern") as "**Analyst",** in our **Pune** office. The duties and responsibilities of the position are as outlined in your meeting with the interview panel. This letter of intent is a mutual agreement between Northern and you for employment at Northern. Brief details of your employment terms are outlined below. A detailed offer letter will be sent to you closer to your joining date.

Date Of Joining	Will be Confirmed by HR as appropriate date approaches.
Salary	Your Annual Fixed Pay will be **₹ 265,198** payable monthly in arrears. This will be credited to your bank account on the last working day of each month. The salary break-up is detailed in Annexure
Retrials	You will be entitled to participate in the Northern Provident Fund and Gratuity Scheme as per statutory requirements.
Benefits	You will be entitled to the following discretionary benefits, which may be varied or removed by Northern at any time: • Northern provides transport to all its employees or a transportation allowance under the Transport Opt out Scheme • Private Health Insurance for self, spouse, children and either of parents or parents in law; • Accident insurance and • Life assurance
Conditional Offer	Your appointment as "**Analyst**" with Northern is conditional upon: 1. You submitting your convocation/graduation certificate and/or course completion certification along with all semester mark sheets within six months from the date of joining Northern; failing to do so may amount to Northern taking corrective action which could lead to you being terminated from Northern 2. Background checks on your academic and professional qualifications, current residential address, experience, and any criminal records;

Regd Off:
Northern Operating Services Pvt. Ltd.
2nd Floor, RMZ Ecospace, Campus 1C,
Sarjapur Outer Ring Road
Bangalore, 560 103,
Karnataka, India.
Main - +91 (80) 4017 8500
CIN – U72300KA2005PTC048089

SEZ Unit:
Northern Operating Services Pvt. Ltd.
Tower A, 13th to 16th Floor,
EON Free Zone- II,
EON Kharadi Infrastructure Pvt. Ltd. – SEZ,
Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

	3. Receipt of written references; 4. Your eligibility to work in India. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commences.); 5. You are not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; 6. Your providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers. 7. Achieving and maintaining an acceptable standard for compliance purposes; 8. Written acceptance of this letter of Intent.
Working Hours & Leave	Your working hours and annual Leave shall be as per Northern policy and is detailed in the 'Statement of Terms of Employment' and 'Northern Trust India Employee Handbook'. Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered. Employees may be required to work overtime. In such a case they will be compensated as per the provisions in the law.
Probation & Notice Periods	The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern Operating Services Private Limited will be considered to have been successfully

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Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

	completed after of six months or you will be advised in writing, if the Company decides to extend your probationary period. During your probationary period, initially of six months or any extended length of time, your notice entitlement will be one week, to be given by either party, prior to termination of the appointment. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of 60 prior to termination of the appointment

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Karnataka, India.
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SEZ Unit:
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Survey No.72/2/1, Kharadi, Pune – 411 014,
Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

Salary Break up Annexure

Name: Pratiksha Mishra
Date: 25-February-2021

Salary Component	**Amount**
Basic	₹ 95,600
House Rent Allowance	₹ 38,240
Flexible Cash Component	₹ 95,160
Statutory Bonus	₹ 10,000
Total Fixed Pay (TFP)	₹ 239,000
Short Term Incentive* (subject to the terms of Northern' s Partners Incentive Plan)	0 – 10%
Retirals	
Employer's contribution to PF	₹ 21,600
Gratuity	₹ 4,598
Sub Total	₹ 26,198
Annual Fixed Pay (TFP + Retirals)	**₹ 265,198**
Monthly Gross	**₹ 19,917**

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Name & Email Address : Pratiksha Mishra , pratikshamishra668@gmail.com
Start Date: Will be Confirmed by HR as appropriate date approaches.

Johnson Controls (India) Private Limited
Registered Office Address: 401-501, 4th & 5th Floor,
B Wing, Business Square, Andheri – Kurla Road,
Andheri (East), Mumbai – 400 093, Maharashtra, India
Tel.: +91 (22) 6683 7000 Fax: +91 (22) 6683 7002
Website: www.johnsoncontrols.com CIN:
U33130MH1995PTC111247

27th August 2021

Miss Caron Baptist
A-9, Hermes House, Convent Street, Camp, Pune-411001, Maharashtra

Dear Caron,

OFFER OF EMPLOYMENT

With reference to your application and subsequent interviews you had with us, we are pleased to offer you as **Graduate Trainee –** at IBC Pune.

You are advised to join us by **14th September 2021.** Your detailed appointment letter will be issued to you on the day of your joining. This offer is valid for acceptance for a period of 3 working days from the date of issue.

While joining you are requested to produce following documents in original along with Xerox copy of each.

1. Educational Certificates
2. Latest passport size color photograph- 08 nos
3. School leaving certificate
4. Pancard Copy, Mandatory
5. Aadhar Card, Mandatory
6. Passport Photocopy, if available
7. Cancelled Cheque of existing valid Savings Bank A/C

Please note that as a part of the hiring process, we would require you to undergo pre-employment medical check and this offer is subject to you being found medically fit.
We would also be undertaking your Background Verification Check. We will share an Application form as consent for conducting the said check and request you to return the completed form.

As a confirmation of your acceptance, please sign one copy of this offer and return it to us. We look forward to having you on board soon.

Yours sincerely,
For Johnson Controls (India) Private Limited



Diya Jha
Director – Human Resources

Johnson Controls (India) Private Limited
Registered Office Address: 401-501, 4th & 5th Floor,
B Wing, Business Square, Andheri – Kurla Road,
Andheri (East), Mumbai – 400 093, Maharashtra, India
Tel.: +91 (22) 6683 7000 Fax: +91 (22) 6683 7002
Website: www.johnsoncontrols.com

Salary Annexure

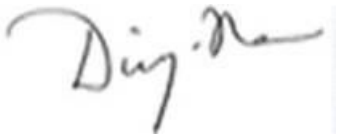
Name of the Employee : Caron Baptist
Grade : 165
Department : PTP
Designation : Graduate Trainee
Location : Pune

Proposed Salary Component	***Amount (INR)***	
	Per Month	***Per Annum***
Basic Salary	15008	180100
House Rent Allowance	750	9005
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
Food Allowance	2200	26400
Statutory Bonus	1400	16800
Balancing Allowance	268	3220
Gross Salary	**22477**	**269725**
Provident Fund	1801	21612
Gratuity	722	8663
Cost To Company (CTC)	**25000**	**300000**
Target Total Pay (CTC)		**300000**

Other Benefits:

Mediclaim: You are entitled to Mediclaim for self plus 5 dependent family members as per the company policy.

Yours sincerely,
For Johnson Controls (India) Private Limited



Divya Jha
Director – Human Resources

Johnson Controls (India) Private Limited
Registered Office Address: 401-501, 4th & 5th Floor,
B Wing, Business Square, Andheri – Kurla Road,
Andheri (East), Mumbai – 400 093, Maharashtra, India
Tel.: +91 (22) 6683 7000 Fax: +91 (22) 6683 7002
Website: www.johnsoncontrols.com CIN:
U33130MH1995PTC111247

27th August 2021

Miss Sunanda Pillai
B.U.Bhandari skyline, Plot num 65/2A/3,Pune-411015

Dear Sunanda,

OFFER OF EMPLOYMENT

With reference to your application and subsequent interviews you had with us, we are pleased to offer you as **Graduate Trainee –** at IBC Pune.

You are advised to join us by **14th September 2021.** Your detailed appointment letter will be issued to you on the day of your joining. This offer is valid for acceptance for a period of 3 working days from the date of issue.

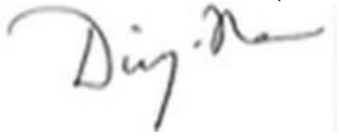
While joining you are requested to produce following documents in original along with Xerox copy of each.

1. Educational Certificates
2. Latest passport size color photograph- 08 nos
3. School leaving certificate
4. Pancard Copy, Mandatory
5. Aadhar Card, Mandatory
6. Passport Photocopy, if available
7. Cancelled Cheque of existing valid Savings Bank A/C

Please note that as a part of the hiring process, we would require you to undergo pre-employment medical check and this offer is subject to you being found medically fit.
We would also be undertaking your Background Verification Check. We will share an Application form as consent for conducting the said check and request you to return the completed form.

As a confirmation of your acceptance, please sign one copy of this offer and return it to us. We look forward to having you on board soon.

Yours sincerely,
For Johnson Controls (India) Private Limited



Diya Jha
Director – Human Resources

Johnson Controls (India) Private Limited
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B Wing, Business Square, Andheri – Kurla Road,
Andheri (East), Mumbai – 400 093, Maharashtra, India
Tel.: +91 (22) 6683 7000 Fax: +91 (22) 6683 7002
Website: www.johnsoncontrols.com
CIN: U33130MH1995PTC111247

Salary Annexure

Name of the Employee : Sunanda Pillai
Grade : 165
Department : PTP
Designation : Graduate Trainee
Location : Pune

Proposed Salary Component	***Amount (INR)***	
	Per Month	***Per Annum***
Basic Salary	15008	180100
House Rent Allowance	750	9005
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
Food Allowance	2200	26400
Statutory Bonus	1400	16800
Balancing Allowance	268	3220
Gross Salary	**22477**	**269725**
Provident Fund	1801	21612
Gratuity	722	8663
Cost To Company (CTC)	**25000**	**300000**
Target Total Pay (CTC)		**300000**

Other Benefits:

Mediclaim: You are entitled to Mediclaim for self plus 5 dependent family members as per the company policy.

Yours sincerely,
For Johnson Controls (India) Private Limited



Divya Jha
Director – Human Resources

Johnson Controls (India) Private Limited
Registered Office Address: 3rd Floor,B2 Tower,
Cerebrum IT Park, Kalyani Nagar,
Pune-411014, Maharashtra, India
Tel.: +91 (20) 66067100 Fax: +91 (20) 6606 7102
Website: www.johnsoncontrols.com
CIN: U33130PN1995PTC188911

Date: 30th August 2021

Snehal Sinha
Pune

Dear Snehal,

OFFER OF EMPLOYMENT

With reference to your application and subsequent interviews you had with us, we are pleased to offer you as **Graduate Trainee –** at IBC Pune.

You are advised to join us by **14th September 2021.** Your detailed appointment letter will be issued to you on the day of your joining. This offer is valid for acceptance for a period of 3 working days from the date of issue.

While joining you are requested to produce following documents in original along with Xerox copy of each.

1. Educational Certificates
2. Latest passport size color photograph- 08 nos
3. School leaving certificate
4. Pancard Copy, Mandatory
5. Aadhar Card, Mandatory
6. Passport Photocopy, if available
7. Cancelled Cheque of existing valid Savings Bank A/C

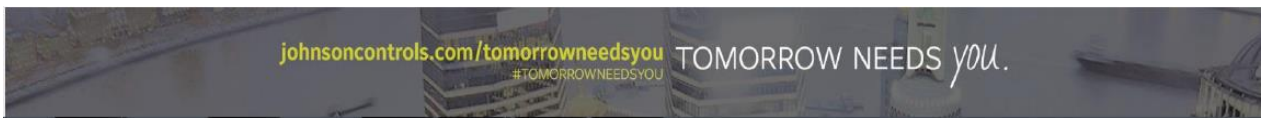
Please note that as a part of the hiring process, we would require you to undergo pre-employment medical check and this offer is subject to you being found medically fit.
We would also be undertaking your Background Verification Check. We will share an Application form as consent for conducting the said check and request you to return the completed form.

As a confirmation of your acceptance, please sign one copy of this offer and return it to us. We look forward to having you on board soon.

Yours sincerely,
For Johnson Controls (India) Private Limited

Divya Jha
Director – Human Resources

For Acceptance: Name and Signature with date



Johnson Controls (India) Private Limited
Registered Office Address: 3rd Floor,B2 Tower,
Cerebrum IT Park, Kalyani Nagar,
Pune-411014, Maharashtra, India
Tel.: +91 (20) 66067100 Fax: +91 (20) 6606 7102
Website: www.johnsoncontrols.com
CIN: U33130PN1995PTC188911

Salary Annexure

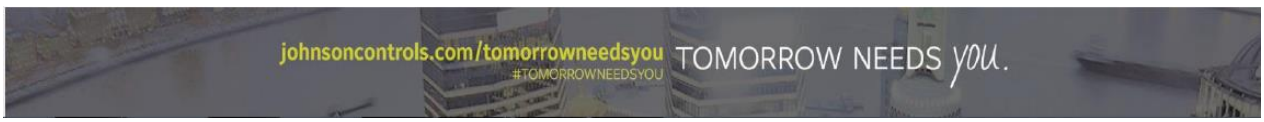
Name of the Employee : Snehal Sinha
Grade : 165
Department : OTC
Designation : Graduate Trainee
Location: Pune

Proposed Salary Component	***Amount (INR)***	
	Per Month	***Per Annum***
Basic Salary	15008	180100
House Rent Allowance	750	9005
Conveyance Allowance	1600	19200
Medical Reimbursement	1250	15000
Food Allowance	2200	26400
Statutory Bonus	1400	16800
Balancing Allowance	268	3220
Gross Salary	**22476**	**269725**
Provident Fund	1801	21612
Gratuity	722	8663
Cost To Company (CTC)	***25000***	***300000***
Target Total Pay (CTC)		**300000**

Other Benefits:
Mediclaim: You are entitled to Mediclaim for self plus 5 dependent family members as per the company policy.

Yours sincerely,
For Johnson Controls (India) Private Limited

Divya Jha
Director – Human Resources



KNOWLEDGE SOLUTIONS INDIA

Address : Ghanshyam Park, Dhole Patil Road, Pune, Maharashtra - 411001, Contact Number : +91 9910732501 / +91 9818864887

Date 7th July 2021

To
Ms. Swati Jadhav,
8007797963
102, Madhukosh Apt.
Siddhivinayak Colony,
Parande Nagar, Dighi
Pune - 411015

Subject: Offer Letter for Inside Sales Executive cum Program Coordinator Position

We at Knowledge Solutions India are pleased to inform you of your appointment for the position of **"Inside Sales Executive cum Program Coordinator"** with effect from **8th July 2021 you will be reporting to Mrs. Amrita Karambelkar, you will be under probation** for the first 3 months and your performance will be constantly monitored during this period.

1. Your initial place of reporting will be (Work from Home). Your probation period is three months in which company is constantly monitoring your performance.
2. You shall discharge all the responsibilities, which are delegated to you to the best of your capabilities and to the satisfaction of the management. Time bound quality performance shall be the main criteria for periodical / annual reviews.
3. You have to serve notice period on one & half month before leaving the organization and complete your all assignments.

Job Role:

1) Post training generate data of colleges and universities connects through datamining techniques taught during training
2) Coordination with the Head of the institutions for arranging the webinars / Seminars and meetings.
3) Counselling the candidates / students / working professionals on different – different technologies like Data Science / Machine Learning / Python / Java etc.
4) Internal team Coordination with the team members.
5) Sharing the proper information with the clients on time (email/sms)
6) Involvement in other activity if company is launching new products and guidelines.

No. of working days: 6
Timings: 10:30 AM To 7:30 PM (However some time flexibility would have to be maintained depending on work output)

Terms & Condition:

1. Attendance will be marked based on usage of tentacle software and daily work report.
2. 6 days, working days on rotation, if some Sunday is working then some other day would be given as comp off.
3. Performance evaluation is on weekly basis.
4. Working time at times may be flexible as per the assignment requirement.
5. Immediate Reporting will be with is Mr. Tushar Jethani ,how ever you will be part of team and reporting for assignments to Mrs Amrita K.
6. Your consolidated remuneration for the above said post will be Rs. 10,000/- per month + Incentives on achieving targets.

Kindly send your acceptance by EOD today.

Kind regards,



Mrs. Amrita Karambelkar,

Head HR,

Knowledge Solutions India

KNOWLEDGE SOLUTIONS INDIA

Address : Ghanshyam Park, Dhole Patil Road, Pune, Maharashtra - 411001, Contact Number : +91 9910732501 / +91 9818864887

Date 25th June 2021

To
Ms. Fizza Babul,
9130149947
Konark Nagar, 15/13
Viman Nagar, Pune 411014

Subject: Offer Letter for Inside Sales Executive cum Program Coordinator Position

We at Knowledge Solutions India are pleased to inform you of your appointment for the position of **"Inside Sales Executive cum Program Coordinator"** with effect from **26th June 2021 you will be reporting to Mr. Tushar Jethani, you will be under probation** for the first 3 months and your performance will be constantly monitored during this period.

1. Your initial place of reporting will be (Work from Home). Your probation period is three months in which company is constantly monitoring your performance.
2. You shall discharge all the responsibilities, which are delegated to you to the best of your capabilities and to the satisfaction of the management. Time bound quality performance shall be the main criteria for periodical / annual reviews.
3. You have to serve notice period on one & half month before leaving the organization and complete your all assignments.

Job Role:

1) Post training generate data of colleges and universities connects through datamining techniques taught during training
2) Coordination with the Head of the institutions for arranging the webinars / Seminars and meetings.
3) Counselling the candidates / students / working professionals on different – different technologies like Data Science / Machine Learning / Python / Java etc.
4) Internal team Coordination with the team members.
5) Sharing the proper information with the clients on time (email/sms)
6) Involvement in other activity if company is launching new products and guidelines.

No. of working days: 6
Timings: 10:30 AM To 7:30 PM (However some time flexibility would have to be maintained depending on work output)

Terms & Condition:

1. Attendance will be marked based on usage of tentacle software and daily work report.
2. 6 days, working days on rotation, if some Sunday is working then some other day would be given as comp off.
3. Performance evaluation is on weekly basis.
4. Working time at times may be flexible as per the assignment requirement.
5. Immediate Reporting will be with is Mr. Tushar Jethani ,how ever you will be part of team and reporting for assignments to Mrs Amrita K.
6. Your consolidated remuneration for the above said post will be Rs. 10,000/- per month + Incentives on achieving targets.

Kindly send your acceptance by EOD today.

Kind regards,



Mrs. Amrita Karambelkar,

Head HR,

Knowledge Solutions India

VKR & Associates
Chartered Accountants

Office.No.206, 2nd Floor, Atlantis Corporate Park
Near Airtel Office, Telibandha, Raipur – 492 006
E-mail: vkrassociatesraipur@gmail.com
Ph.: 91 771 4009330, 9630199330

Dear Creeshu Pinjani

Congratulations, we are pleased to offer you position of Accountant & Audit Assistant in our Organization with reference to your interview dated 15th June 2021.

Your joining date is confirmed for 16th June 2021 as per the following terms and conditions.

- You are entitled to a CTC of Rs. 9000 per month payable as per Annexure A.
- You agree to comply with Terms and Conditions of Appointment.
- You agree to submit with us a signed copy of mark sheet, Pan Card, Aadhar Card as well as Passport Size Photograph and also bring the originals for verifications.

Please send us an acknowledgement of this offer confirming your joining.

We look forward to a mutually rewarding professional relationship with you.

Annexure A

CTC BREAKUP: - Creeshu Pinjani

POSITION :- ACCOUNTANT AND AUDIT ASSISTANT

PARTICULARS	GROSS EMOLUMENTS PER MONTH
Basic salary	8200
Transport allowance	300
Gross salary	8500
Add Food & Refreshments	500 (Non-Monetary)
TOTAL COST TO COMPANY	9000

For VKR & ASSOCIATES



CA Ankesh Jalan
Partner

Prakash Education & Sports Society
Committed to Excellence in Education
PRAKASH MEMORIAL SCHOOL
(In the memory of Lt Mr Prakash JagganathUbale)
Ubale Nagar, ChokhiDhani Road, Wagholi, Pune -412207.
Phone: +919146999599, +91 9146999699, +
919146999799www.pess.org.in
Email: info@pess.org.in, enquiry@pess.org.in

JOINING LETTER

Date :27/03/2021

To,

Ms. Ravina Jagtiani

Sub: Joining order as a **Pre - Primary Teacher** in Prakash Memorial School, Ubale Nagar, Wagholi, Pune,

Dear Ma'am,

We are glad to inform you that, we have selected you as a **Pre - Primary Teacher** in our school named Prakash Memorial School, Ubale Nagar, Wagholi, Pune with the subsequent observation and based on the evaluation of your resume, including educational qualifications and the interview, the trust is pleased to offer you a joining letter with a monthly salary of Rs. 15,000/-.

Your joining date will be **27-03-2021**. After the completion of six months, you will be given an appointment letter based on your selection for the above post.

Yours Sincerely

Ms. Maria Rodricks
(PRINCIPAL)

Mr. Sachin Prakash Ubale
(DIRECTOR)

Date: **June 28, 2021**

Letter of Offer

Dear Santoshi Rohra,

Further to your interview dated June 24, 2021, we are pleased to offer you the position of **Data Entry Operator** in our organization.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

On joining, you will be subject to the employee policies and practices of Cybage Software Private Limited. A summary of the present policies is included as Annexure-2 to this offer letter for your reference. Also refer Annexure-3 for the list of documents to be submitted at the time of your joining.

You are required to join duties with effect from **July 01, 2021** at our **Pune** office for this offer to be valid.

You would be eligible for the appraisal in **April 2022.**

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage Software Pvt. Ltd.
Cybage Towers, Kalyani Nagar,
Behind Gold Adlabs,
Pune, India.

Cybage holds the right to cancel this offer with or without a reason at any time before you joining. Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,
For Cybage Software Pvt. Ltd.



Swati Patil
Group Manager – Talent Acquisition

ANNEXURE-1

SALARY BREAK-UP

Name:	Santoshi Rohra
Designation:	Data Entry Operator
Date Of Joining:	July 01, 2021
Department:	HR
Primary Skill:	HRD
Location:	Pune

No.	Components of Salary	Amount Rs. (per annum)
A	**Monthly Salary components**	
i	Basic	162,000
ii	HRA	16,200
iii	Bonus \ Ex-Gratia	50,400
iv	EPF Employer's Contribution	23,400
	ANNUAL GROSS FIXED SALARY	**252,000**
B	**Major benefits**	
v	Gratuity	7,792
vi	Insurance-Mediclaim	6,600
vii	Insurance-Term Life	1,145
	TOTAL COMPENSATION (A+B)	**267,537**
C	**Variable Pay**	**25,200**
D	**COST TO COMPANY (A+B+C)**	**292,737**

**Details mentioned in the "Explanation of terms used" section in the next page.*

Explanation of terms used:

i. **Basic**: This is the base component of the salary to which many other components are linked. This amount is fully taxable.

ii. **HRA**: This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.

iii. **Children Education Allowance**: This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)

iv. **Bonus \ Ex-Gratia:**
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"

v. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.

vi. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary * no. of years served * 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.

vii. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:
   a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.
   b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.

   The insurance aforesaid are subject to review as per Cybage policy on an annual basis.

viii. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.
   At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.
   The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

ix. **Variable Salary:** This is the variable component of your salary based on Cybage's present policy. For the current financial year, the variable salary will be subject to the following conditions:
   a. Variable salary shall depend on the company performance and your performance for the period under evaluation.
   b. The variable component would be prorated based on the period for which the employee has worked with Cybage Software Pvt. Ltd. and shall be paid to employees who have not resigned or not serving their notice period as on the date of disbursement of the variable salary.
   c. The Variable pay shall be calculated as **50% of the organization's topline growth*.** It means that if our organization hits "x" percentage top line growth, the variable payout would be "x/2". For example, if Cybage achieves 18% growth in a financial year, the corresponding variable payout will be 9%. On the maximum side, the variable payout will be capped to 10% of the annual gross fixed salary.

Income Tax: Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

ANNEXURE-2

Additional Terms and Conditions of Offer

1. Date of joining:

This offer for employment is subject to your joining and reporting to the designated Cybage on **July 01, 2021,** failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

2. Work location and transfer:

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

3. Mandatory tenure of employment:

On joining Cybage, you will continue to be employed with Cybage for a minimum period of one year. If you resign before expiry of the mandatory term of employment of one year, you shall be liable to pay to Cybage damages equivalent to three times of your monthly gross salary. On joining, you will be required to sign a service agreement to this effect.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said one year, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

4. Background verification:

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

5. Travel and passport:

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

6. Confidentiality and return of materials:

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.

Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

7. Non-competition:

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

8. Leaves and holidays:

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

9. Appraisal:

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

10. Dress code:

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

- **For Gentlemen:** Formal full sleeve shirts and trousers with a tie and polished formal shoes.
- **For Ladies:** Western formals, salwar-kameez or formal saris with sandals.

11. Termination and resignation:

A. Termination: Cybage reserves the right to terminate the services of an employee:

a) With or without cause by providing one month's notice or one month's salary instead of the notice.

b) Without notice in the following cases:

i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or

iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

B. Resignation: For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

12. Rules and regulations:

You will be subject to all rules and regulations of Cybage that are in force and shall abide by them until in employment with the organization. Cybage polices are available on its intranet, which is accessible to every Cybagian, and are updated from time to time. You are expected to be aware of the company's policies and abide by them.
Cybage reserves the right to modify any or all of the above terms and conditions that shall be binding on you, from time to time.
You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

13. Acceptance:

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

ANNEXURE-3

JOINING TIME: DOCUMENT CHECKLIST

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

A. Educational documents:

1. 10th and 12th/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate

B. Employment documents:

1. Relieving and Experience letter from past 2 employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

C. Personal documents:

1. Marriage certificate (if applicable)
2. 3 passport size photographs
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to talent2join@cybage.com. You can also mail us on talent2join@cybage.com if you have any queries.

ACCEPTANCE OF OFFER

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: **Santoshi Rohra** Signature:

Date: Place:

1st August,2021

vytal BUSINESS CONSULTANTS

OFFER LETTER

Dear Gauri,

After reviewing your performance in your probation period, we are pleased to offer you the designation of **Career Advisor** at Vytal Business Consultants subject to the following terms and conditions:

1) Employment Type - Contractual.

1.1. From the 2nd of August, 2021, you will be in contractual employment with Vytal Business Consultants for 3 months.

2) Contract period.

2.1. From 2nd of August, 2021 to 2nd of November, 2021.

3) Your responsibility.

3.1. Conducting telephonic interviews.

3.2. Sourcing, screening, and listing resumes through various job portals or else internal reference & Social media

3.3. Shortlisting the resumes based on desired skills and experience.

3.4. Coordinating with the company and with candidates after the company selects the candidate.

3.5. Providing consultative advice to the candidate regarding hiring, selection, and safety.

3.6. Making sure Candidate Completes 90 days in the organization.

4) Monthly Target.

4.1. Monthly Target 3 international joiners, for each month.

5) Compensation.

5.1. As a contractual employee, you will be eligible for monthly compensation of Rs.7,000, only after meeting the monthly target for the month.

5.2. Vytal Business Consultants will not be liable to pay any compensation for the month in which your monthly target hasn't been met.

5.3. Payment terms - When eligible, Vytal Business Consultants will pay you your compensation between the 5th to 10th of the month. on your UPI iD, without any deduction of taxes.

VYTAL BUSINESS CONSULTANTS REG OFFICE: 50/2/1/1, NANAI BAUG, B T KAWDE ROAD,MUNDHWA,
Pune, Maharashtra, 411036

vb vytal BUSINESS CONSULTANTS

6) Commissions.

6.1. Eligibility - You will be eligible for commissions only when your placed candidate completes 90 days in the system with our client.

6.2. Payment terms - When your placed candidate completes 90 days in the system with our client, Vytal Business Consultants will raise and email a service invoice to our client that has hired your candidate, upon receiving the invoice our client will make the payment towards the invoice within 30 days from the receiving date of the invoice. Upon receiving the payment from the client, Vytal Business Consultants will transfer your commissions to your UPI ID, without any deduction of taxes.

6.3. Commissions structure.

EdTech Companies - Executive Level (Per Month)
Slab1: For 1 to 5 joiners of the month, the payout will be Rs. 3,000 for each billable candidate.
Slab2: For 6-9 joiners of the month, the payout will be Rs. 5,000 for each billable candidate.
Slab3: Form 10th joiners of the month onwards, the payout will be Rs. 8,000 for each billable candidate.

EdTech Companies - Lateral Level (Per Month)
Slab1: For 1-5 joiners of the month, the payout will be Rs.5000 for each billable candidate.

BPO, KPO, and RPO (Voice)
Executive, Sr. Executive, SME, and QA executive.
Slab1: For 1-5 joiners of the month, the payout will be Rs. 1,000 each billable candidate.
Slab2: For 6-8 joiners of the month, the payout will be Rs.2500 for each billable candidate.
Slab3: For 9-10 joiners of the month, the payout will be Rs.4000 for each billable candidate.

The payout for profiles like **TL, VNA Trainer, and Process Trainer** will be Rs.5000, each billable candidate.
Ops Manager and above destination payout will be Rs.10,000 for each billable candidate.

For each billable candidate flat Rs.1500 for **Non-Voice, back office, email, chat, and blended profile.**

7) Working Days - 6 days - Monday to Saturday.

8) Privacy and Confidentiality Agreements

Privacy Agreement

You are required to observe and uphold all of Vytal Business Consultants privacy policies and procedures as implemented or varied from time to time. Dissemination of employee personal information will be in accordance with privacy legislation.

Conflict of Interest policy

While you are employed at Vytal Business Consultants, you will not engage in any other employment, consulting, or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for Vytal Business Consultants.

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Pune, Maharashtra, 411036

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Proprietary Information and Inventions Agreement

Like all Vytal Business Consultants employees, you will be required, as a condition of your employment with Vytal Business Consultants, to sign the standard Proprietary Information and Inventions Agreement.

9) Termination Conditions

Vytal Business Consultants reserves the right to terminate the employment of any employee for just cause at any time without notice and without payment in lieu of notice. Vytal Business Consultants will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by law.

10) Interpretation, Amendment, and Enforcement

This letter agreement supersedes and replaces any prior agreements, representations, or understandings (whether written, oral, implied, or otherwise) between you and Vytal Business Consultants and constitutes the complete agreement between you and Vytal Business Consultants regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of Vytal Business Consultants.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement. Upon your acceptance of this employment offer, Vytal Business Consultants will provide you with the necessary paperwork and instructions.

Sincerely,
For Vytal Business Consultants,
Pooja Sharma - Managing Partner



VYTAL BUSINESS CONSULTANTS REG OFFICE: 50/2/1/1, NANAI BAUG, B T KAWDE ROAD,MUNDHWA,
Pune, Maharashtra, 411036

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

Date: 30 Mar 2021

Letter Of Intent

Dear Attar Apsara Dastagir

As per your Request / Application we are pleased to offer you a position of Business Associate, Operations at our Altruist Technologies Pvt. Ltd Mantri business park 197, 197, Viman Nagar, Pune, Maharashtra 411014 office.

This training position is for a term beginning 01 Apr 2021 (Bajaj Finserv_Pune Mantri_Training) subject to the condition that if the process for any reason is dissolved/transferred/terminated, your association will be restricted to that period.

You will be eligible for a stipend of Rs. 250/- Per Day (Excluding weekly offs, leaves & holidays) for your initial process training. The payout eligibility is subject to successful process training accreditation.

Post successful completion of null months on the Job training you will be offered a full time Business Associate role at a CTC of Rs.12441/- , and an appointment letter will be issued to you.

By accepting this offer you agree that you:
Intend to successfully complete the training program and stay in the position for a period of time equal to, or greater than the length of the training program;Understand that lack of success at any stage of the training program, or lack of acceptance into a required position due to an inability to meet the minimum requirements may be a reason for removal from the position and you will not beeligible for any compensation pay out (stipend/salary); and
Will take responsibility for gaining the skills required for the target position, participate in ongoing planning and evaluation of your training plan, actively participate in completing your appraisals and setting your objectives, discuss and resolveproblems with your Trainer/ Supervisor as they arise
Please bring the following to the start of your session as informed by the Human Resource Department:
1. Birth certificate / Leaving Certificate.
2. Matriculation certificate / graduation certificate.
3. Residential proof (Aadhar Card/ Voter ID card, Rent/Lease deed etc.).
4. Experience Letter.
5. 6 Passport size photograph.
Also, a list of additional documents related to your employment will be shared/mailed to you. Please ensure to bring the documents as requested at the start of the session, failing which you may not be eligible to attend the trainingprogramme.

Please indicate your acceptance by signing a copy of this letter.

Sincerely,



Authorized Signatory

I accept the offer on the terms and conditions outlined.

Date: 01 Apr 2021

Signature

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

UNDERTAKING for WFH Infrastructure

1. I will consistently meet all of my performance targets and deliverables, as required by the Company, the Client or my Supervisor, Manager or Team Leader.
2. I will strictly follow my normal/regular work schedule while working from home. For this purpose, I shall inform my Supervisor, Team Leader or Manager of the commencement as well as the end of my shift every day. Any exception or deviation from this may only be made with the prior written conformity of Human Resources (HR).
3. I will personally report to the Company whenever my presence/attendance is necessary or required therein.
4. I understand that while working remotely that I am responsible for maintaining a safe working environment and will immediately report any work-related injury that I may suffer during the course of my work day.
5. I will use my personal or company provided laptops or desktops only with a secure, fast and reliable Internet connection.
6. I will not use public or common Wi-Fi networks for any work-related communication or email.
7. I will only use a licensed Operating System (OS) and latest AV for my work laptop or desktop, the amount of which, if any, shall be solely borne by me.
8. I will keep my work laptop or desktop updated with the latest Antivirus and Patches.
9. I will observe strict confidentiality over all work-related communication and information I process or receive while working from home.
10. I will use Company webmail only for official work-related communication and never for my personal use.
11. I will not circulate any personal, spam or chain mails using my official mail ID or the Company webmail.
12. I will not copy or retain any client or company data in any local or personal storage devices such as, but not limited to, USB, Personal Hard disk, compact-disk, memory card.
13. I will not browse suspicious websites or click on suspicious links / mail attachments which may lead to loss, modification or corruption of the data in the laptop or desktop I am using for work.
14. I will immediately delete any company or client data which I have obtained in connection with or in furtherance of my work once the purpose thereof has been completed.
15. I will ensure that my work laptop or desktop is locked when not in use and is always kept in a secured area.
16. I will only access company or Client data from a secured work place and not in a public area.
17. I will not divulge, share, print, reproduce or send to unauthorized persons any Company, Client or work-related communication or information which I may have had access to or obtained while working from home. I will hold such information under the strictest confidence. Should any such confidential information be divulged to unauthorized persons, whether directly or indirectly, intentional or by negligence, I shall immediately inform the Company of the same.

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

18. I will continuously and faithfully abide by company's Acceptable Usage Policy, Data Protection and Privacy Policies, Code of Conduct and such other Rules, Regulations and Policies which the Company may issue from time to time.
19. I understand that any breach of this Undertaking, the terms and conditions of my "Work From Home" arrangement, my Employment Contract, the Company's Code of Conduct, and all other Company Policies, Rules and Regulations shall be a ground for the termination of this "Work From Home" arrangement, without prejudice to such disciplinary action/s which the Company may impose upon me.
20. I will hold the Company free and harmless from any and all liabilities, damages and causes of action which may arise from a breach of this Undertaking or from my unsafe, irresponsible, illegal, unauthorized or unsecure use of Company webmail or work-related information.
21. I understand and specifically acknowledge that all relevant work related policies and instructions of the Company will be applicable to me while working from home, with necessary changes / modifications to them, and I will strictly abide by them throughout this period.
22. In case I am required to use personal device for work purposes, I will nonetheless follow all the points given in this undertaking.
23. I also acknowledge that I will take due care of the technology hardware provided to me such as laptop/ desktop/Wi-Fi dongles/data card. Any damage or loss of these hardware provided to me, till I return back in the condition I received, will charged back to me, as per my earlier signed undertaking.
24. I acknowledge that I have read and fully understood the contents as well as effects of this Undertaking.

Signature of the Trainee

Name: Attar Apsara Dastagir

Date: 01 Apr 2021

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

Undertaking by Trainee for Pre - Job Training

I hereby agree to attend and undergo a Pre - Job Training as per your letter of intent dated01 Apr 2021with Altruist Technologies Private Limited for my grooming my skill and competency enhancement for a period of 3 months which I understand that it being a necessary requirement prior to become an employee of the company. I very well understand and also undertake to attend the training for 6 days a week for 9 hours every day.

I have also been explained that the Company will designate a “Trainer” to train, mentor and monitor my performance on Training. The Trainer shall be the primary point of contact for me.

I will observe and practice complete discipline , sincerity , dedication , honesty and faithfulness during training period and management shall have liberty to end up my training if I am found unsuitable for any reason whatsoever ormisconduct myself or could not learn during training as per the satisfaction of the trainer.

Signature of the Trainee

Name: Attar Apsara Dastagir

Date: 01 Apr 2021

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

NEW HIRE UNDERTAKING

1. 24x7 Flexibility: I am aware that Altruist Technologies Private Limited. operates in a 24x7/365 environment. I am expected to be flexible and open to any shift timings as decided by the organization. I have not been committed any specific shift hours/timings by the organization.
2. Internal Transfers: I understand that based on business requirements or other reasons, I may be re-aligned/transferred to a different process or department than the one committed during the interview, wherein my salary may undergo a review/change (increase or decrease).
3. Leaves During Training Period: I understand that I will be expected to go through training for a continuous period of days (as per the process's requirements) after joining the company.
The company expects me to be present throughout the training period. I understand that no leaves would be granted to me during the training period.
My services may be discontinued without any notice in case of un-authorized absence due to any reason.
All absence during training will be treated as Leave Without Pay (LWP).
4. Reference Check: My appointment is subject to a positive reference check and in case found contrary, the company reserves the right to review my employment in the organization.
5. Medical Fitness: I hereby confirm my understanding of the job role being offered at Altruist Technologies Private Limited. and am medically fit to comfortably deliver on the said role.
6. Transport: No transport is provided during regular working hours. In case of business requirements; you will be provided with one sided pick-up or drop (Between 11 PM to 5 AM>)based on companies discretion.
7. Training Period: The training period differs from process to process; I will be intimated about the number of days of training from my trainer on day 1 of my joining the organization.
8. Discipline & Code of Conduct: I will be given a formal induction on the date of joining the organization, educated about the policies and procedures that are followed in the organization. Any misconduct or instance proving non-adherence, against the conduct of the organization will be dealt with strictly by the organization.
9. Joining Documents: I have been informed about the documents I am required to submit on day 1 of my joining the organization. Any delay beyond the third (3rd) day of my joining will result in formal warnings/termination or non-disbursement of my salary.
10. Integrity In The Workplace: I will not, directly or indirectly, be party to any form of fraud, integrity or malpractice within the company and/or my process, that will bring about disrepute to my organization, my team and/or my client(s). Some examples of process fraud/malpractice in the workplace are call voidance towards a customer, call disconnections, wrong and deliberate activations/de-activation of packs etc., all of which will lead me to be dealt with the strictest form of disciplinary step, by the organization, including termination.

Signature of the Trainee

Name:	Attar Apsara Dastagir
Date:	01 Apr 2021

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

11. Notice Period: I understand that in n case of resignation/separation, I need to give a prior notice to the organization. In case of my tenure with the organization is less than or equal to 6 months than I need to give a prior notice of 15 Days and 30 days in case of my Tenure with organization is greater than 6 months. Also, Altruist shall have the right to terminate this appointment in the event that the business process in which you are associated is terminated by the Client. Should the business ramp down by client without notice or less than one month notice, the ramp down notice period that the client announces, will be the notice period for the employee.
12. Absconding Process: Absence for a continuous period of Three days without prior approval of your superior, (including overstay of leave / training), would be treated as abandonment of service.
13. Incentive Payout: Any Incentives paid by the client will be released once it is received by Altruist. This is a voluntary scheme offered by the Client, which is subject to change including withdrawal at any time without any notice.
14. "I acknowledge that I will be liable for strict action even up-to separation should I be party to, or responsible for, the creation or distribution over social media of any digital content - soft media or written - that damages the reputation or credibility of either Altruist or its Client organizations in any way."

Signature of the Trainee

Name:	Attar Apsara Dastagir
Date:	01 Apr 2021

Altruist Technologies Pvt. Ltd
Mantri business park 197, 197, Viman Nagar,
Pune, Maharashtra 411014

ALTRUIST TECHNOLOGIES PRIVATE LIMITED- THIRD PARTY DOWNLOAD POLICY

Purpose

This downloads and executables policy of Altruist Technologies Private Limited and associate companies has been established to set guidelines in an effort to clarify the type and nature of files that employees are allowed to download form third-party sources into their local computers, although it would be impossible to name every executable or download file in this policy.

Scope

This policy is applicable to all the users of Altruist Technologies Private Limited and associate companies. Users should adhere to these broad guidelines:-
A. The download is from a reputable source.
B. The file does not subject the company in potential liability.
C. The application, tool, or template has been approved by IT Department.

Policy Guidelines

The following is a list of files that employees can download into their local machine.
1. Skype- Since the company has a set 1M Policy, Skype is the approved instant Messaging/Voice Communication application. As with all 1M application, users are encouraged to keep personal messaging/communication within reasonable levels.
2. WinZip - Employees who e-mail large files to clients and vendors are encouraged to use WinZip, a compression utility. Ask IT department if you do not have this installed on your Computer.
3. Ad-ware- As employees may unwittingly download ‘adware’ into their local machines, applications such as Ad-ware and Spy hot, which scans a user’s system for ‘adware’ are allowed. Please note that some useful proprietary applications on the company network are seen as adware by this and other similar applications. Contact the IT department if you have questions about this kind of application.
4. Adobe Acrobat Reader- Download of this free Reader is permitted for viewing files received in PDF format.
5. E-Book applications- This includes Microsoft Reader, Palm Reader, and other third-party applications that allow users to download work related texts onto their local machines.

Prohibited downloads

The following downloads are not allowed on company computer resources unless approved by IT Department,
1. Instant Messenger- It is prohibited to use any other application other than Skype. 1M applications such as MSN Messenger, Yahoo! Messenger, Rediff mail Messengers, AOL. Etc. are not allowed.
2. Online Music and Games- Since games and music provide no benefit to our organisation and have a tendency to affect productivity, they are not allowed on company machines. Team members are not allowed to use any web based applications/tools to listen to music and view streaming media on their work station.
3. Peer to peer file sharing- Peer to peer file sharing applications have come under scrutiny in recent years for their ability to allow users to share copyrighted material and for the network resources that they consume. Hence all peer-in-peer file sharing applications are not permitted. These could include ones such as Kazaa, iMesh, Morpheus, WinMX, LimeWire, Grosster, BearShare.
4. Personal Firewalls- While security is an issue that every employee can help manage; IT department does not allow the use of personal firewalls such as Zone Alarm or others on our computers.
5. Third party screen saver or wallpaper- It is possible that some of our team members might use Screen Savers or Wall Papers that might be deemed offensive. Employees will use the default screen savers and default Windows Wallpapers available on their computers.

Exceptions
Exceptions as allowed by Director.
Authority
The issuing authority is Head-IT

ALTRUIST TECHNOLOGIES PRIVATE LIMITED- EMPLOYEE ELECTRONIC MAIL (EMAIL) AND MESSAGING USE

Abstract- The purpose of this policy is to ensure proper and efficient use of the Altruist Technologies Private Limited mail and messaging systems by the employees including those of associate companies, with the rapidly changing nature of electronic media, anti the “netiquette “which is developing among users of external on-line services and the Internet, this policy cannot lay down rules to cover every possible situation. Instead, it expresses the company’s Philosophy and sets forth general principles to be applied to use of electronic Mail and messaging services.

Definition - Electronic Mail (E-mail) is any electronic communication between 2 or more individuals and may contain any form or combination of text, audio, video, drawings or photographic representation.

Policy

A. Electronic Mail is a tool for business communication. Users have the responsibility to use this resource in an efficient, effective, ethical, and last full manner, email communications must comply with all applicable laws, regulations and generally accepted business etiquette.
B. The primary purpose of electronic Mail is to conduct official business. Employees may occasionally use electronic Mail for individual common non political purposes on their personal time, if such use does not violate the terms and conditions of this policy or interfere with the company’s business.
C. All email account maintained on the email systems are the see property of the company. Altruist Technologies Private Limited has the right to monitor any employee’s E-mail account. Any unauthorized or inappropriate use discovered during such monitoring activities shall be formerly reported to the management for determination of appropriate action.
D. Users should not expect their email communications, documents, or other information to be private and should not use the email system for matter that are not intended for public disclosure. Coincidental matters, permitted by laws should be so marked and include a warning regarding accidental transmission to a third party.
E. Sending data via email is the same as sending correspondence on official memo of letterhead.
F. Use of the email system as described below is strictly prohibited. Users who received such information should not forward or respond to it, but should immediately report its receipt to their supervisor for proper disposition.

1. Knowingly or intentionally creating, publishing, transmitting, and/or exchanging messages that are inappropriate, offensive, harassing, obscene or threatening.
2. Creating or distributing email containing defamatory, false, in accurate, abusive, threatening, racially offensive or otherwise biased, discriminatory or illegal material.
3. Viewing or distributing obscene, pornographic, profane or sexual harassment.
4. Violating laws, rules and regulations prohibiting sexual harassment.
5. Encouraging the use of controlled substances for criminal or illegal purposes.
6. Engaging in any activities for personal gain.
7. Distributing copyrighted information without permission.
8. Violating or in fringing up on the right of others.
9. Conducting any non Department supported fundraising or public relation activity.
10. Exchanging proprietary information, trade secrets, or any other privilege to, confidential or sensitive information that is not authorised.

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Pune, Maharashtra 411014

11. Creating or exchanging solicitations, chain letters, and other unsolicited Email.
12. Registering to non business related list servers without proper authorisation. Subscription to search a service can result in an overload of received messages directly impacting the performance of state email systems.
13. Engaging in any political activity prohibited by law.
14. Using the system for any illegal purpose.
15. I have understood that PF and ESIC will be deducted from my salary and I am entitled for ESIC benefits after 6 months as per the ESIC act.
G. Users may not knowingly or wilfully create or propagate any virus, warm Trojan horse, or other destructive program code.
H. Each user account depending on nature of function will have quote on the mailbox size. Exceeding the quota will calls bouncing of individual Mail. Managing mailbox size is individual responsibility and the company is not responsible for any mails bouncing because of over size of mailbox. Regular archiving of required data is suggested and is individual responsibility.
I. Violation of this policy may result in disciplinary or legal action.

Responsibility- Employees using the email system are deemed to have accepted the responsibilities and obligations imposed by state, and local laws and regulation as well as the companies adopted policies, procedures, standards, and guidelines.

D. User should not pursue, obtain, exchange or distribute any unauthorised information that could cause congestion or disruption to email system such as screen savers, audio, or video clips, in violation of any licensing agreement.
E. User shall not access another email system without authorisation from that user or that user supervisor. Users must not compromised the privacy of their password by giving it to others or exposing it to public view password should be changed on a regular basis. If a user discloses his / her password to someone else knowingly or unknowingly, then he / she will continue to be responsible for all objectionable actions happening on usage of the same.
F. User should schedule, wherever possible, communication in tenses operative operations such as large file transfers, video download, mass emailing, and the like for off peak usage times. I have read and understood the terms and conditions mentioned above and agree to abide by the same.

Signature of the Trainee

Name:	Attar Apsara Dastagir
Date:	01 Apr 2021

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Pune, Maharashtra 411014

AGREEMENT

This agreement made at on 01 Apr 2021 by Mr/Ms Attar Apsara Dastagir Resident of Sr no 52/53 ,Jay hindh chowk, sainathnagar, wodgaonsheri pune-14 Hereinafter referred to as 'Service Provider' (which Expression shall, unless it be repugnant to the context or meaning thereof, B deemed to mean and include his / her agents and representatives), In favour of Altruist Technologies Private Limited a company registered under the Companies Act ,1955 having its registered office at first floor, 122, Jaina tower 1, district centre Janak puri, New Delhi- 110058.(hereinafter referred to as 'the Company')

WHEREAS pursuant to the arrangement between the company and the service provider in any NORM including employment in the company or any of its associate companies, confidential information as defined below or the company may become available to the service provider.

AND WHEREAS the company desire's to prevent the unauthorised use of disclosure of such confidential information.

NO, therefore in consideration of these premises, and for other good and valuable considerations, the parties agree as follows, receipt of which is here by acknowledged:-

1. Confidential information: for the purposes of these agreement, confidential information shall mean all proprietary material exchange including but not limited to return and electronic media or verbal disclosure of information by the company, strategic and development plans, financial condition , business plans, CO- developer identities, business data, business records, customer list, project reports, market report, service provider lists, business manuals, policies and procedures, information relating to processed, technology or theories and or other information which may be disclosed by the company and other information to which the service provider may be provided access by the company or its client, or others in accordance with this agreement or which is generated as a result of or in connection with the employment of the service provider , which is generally not made available to the public.
2. Non-disclosure obligation: The service provider promises and agrees to fold the confidential information in confidence. Without limiting the generality of the foregoing , the service provider further promises and agrees to protect and save guard the confidential information against unauthorised use, publication or disclosure, not to use it except for the purpose of his / her employment, not to in anyway directly or indirectly Reveal, report, disclose, publish or transfer , or in anyway use the information except as specifically authorised by the company in accordance with this agreement not to use it to unfairly compete or obtain unfair advantages vis a vis the company in any commercial activity which may be comparable to the commercial activity contemplated by the company, and to comply with any other reasonable security measures requested in writing by the company.
3. Return of confidential information: the service provider agrees on termination or cessation of higher employment for any reason whatsoever, or upon the written Request of the company, whichever is earlier, to promptly deliver to the company, all records, notes and other written, printed or tangible materials in the possession of the service provider, embodying or pertaining to the confidential information.

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4. No right to confidential information: service provider hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the service provider by the company to use any entire confidential information. Service provider further agrees That all inventions, improvements, copyrightable works and designs relating to products, procedures, methods or compositions of company directly resulting from or relating to the confidential information and the right to market to use, license and franchise the confidential information or the ideas, concepts, methods or practices embodied there in shall be the exclusive property of the company and service provider has no right or title thereto.
5. Losses: service provider further agrees to indemnify The Company against any and all losses, damages, expenses and claims incurred or suffered by the company as a result of the service provider breach of this agreement.
6. No conflicting obligation: the service provider represent that he / she has not entered into and will not enter into, any agreement either written or oral in conflict herewith, this includes confidential agreement and related intellectual property from previous employer.
7. Governing law: all disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi and shall be governed by Indian law, including information technology act.
8. Entire agreement: this agreement consulate's the whole understanding by the parties about the subject matter and may not be amended or modified except in writing signed by each of the parties of this agreement.

Signed on the date and place as mentioned hereinabove

Signature of the Trainee

Name: Attar Apsara Dastagir

Date: 01 Apr 2021

Employment Contract

Emp ID: DSI008716

To,

Date: 20-09-2021

Maya Gurung,
Sr113 wind haven viman nagar
Pune
Maharashtra
India.

Dear **Maya Gurung**,

Thank for your interest in choosing Decathlon Sports India Pvt Ltd (DSIPL). As we believe your passion for sport and your values match those of our Company, we, at DSIPL, are pleased to appoint you as a **Decathlon Permanent Employee** on a **Full Time** basis, and your responsibilities would be those of a **Sport Leader** at our **Pune** location effective **10-09-2021** and you will be on probation up to **3** month(s) or such extended period as specified by your Manager. Thereafter, your employment confirmation would be informed to you in writing.

Your gross fixed compensation would be INR. **27000.00**. You are also entitled for a monthly statutory/non-statutory bonus which will be at a maximum **20.0%** of your gross monthly fixed compensation. You are entitled to all the social security benefits like PF, ESIC (as per applicability), Gratuity, and Employee Compensation as specified in the respective statutory acts. Please find the detailed breakup of salary in Annexure1 enclosed below. Further, sufficient holidays keep one motivated in a work environment. Therefore you shall have **28** days of annual leaves

Rana Chaudhuri will be responsible to mentor and guide you in this phase of your professional journey or any such manager assigned by the later.

We at DSIPL strongly believe in your ability to manage yourself in the best interest of the Company. Fewer the rules better the productivity as far as we are concerned.

We trust you will enjoy working with DSIPL and take the utmost autonomy to complete your

responsibilities-

1. We believe you will treat your team mates and customers with utmost respect
2. We are bound by certain regulations by the Government of India and our Group norms. You will be required to abide by all these regulations* currently existing or any such rules that might be incorporated from time to time
3. When you are happy being a part of the DSIPL family, we expect you will be open to relocate to any location where the Company currently has stores or may be established or any other Group companies as deemed necessary
4. Your salary and its components are strictly confidential and we prefer you not share it with other team members
5. Working for DSIPL is a full time job! While we believe in honesty in the job responsibility, we insist you dedicate your working hours solely to DSIPL, and not work elsewhere, and also do not indulge in any trade or business owned by you or any third party
6. We hold transparency in high regard. You cannot involve yourself in taking or giving bribe, gambling, theft, fraudulent practices or any such act that might affect DSIPLs reputation or damage to property
7. We at DSIPL, have a strict policy against sexual harassment. We believe that you will not engage in any form of sexual harassment towards any of the Company employees and the Company's customers. DSIPL also ensures a safe environment to all its employees and customers and strict action will be taken against any offender, be it employee or customer
8. All documents submitted by you to the Company shall be subjected to scrutiny by the appropriate authorities
9. In the event you feel you cannot be a part of our culture and environment, kindly communicate your desire to depart at least 7 days in advance during probation or 1 month in advance if your employment is confirmed
10. In the event we find you have not abided by these, and other regulations explained to you by your manager or if you do not share the values of DSIPL, we shall communicate the dis-continuance of employment with DSIPL to you at least 7 days in advance during probation or 1 month in advance if your employment is confirmed
11. Service rules under the Certified Standing Orders of Decathlon will be applicable to you from the date of certification of such orders. The information on the certification of such standing orders will be communicated to you electronically

12. However, your employment will be subjected to immediate termination on the following conditions prescribed in the Industrial Employment/Model Standing Orders Act 1946-
    - wilful in subordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior,
    - theft, fraud or dishonesty in connection with the employers business or property,
    - wilful damage to or loss of employers goods or property,
    - taking or giving bribes or any illegal gratification,
    - habitual absence without leave or absence without leave for more than 10 days,
    - habitual late attendance,
    - habitual breach of any law applicable to the establishment,
    - riotous or disorderly behaviours during working hours at the establishment or any act subversive of discipline,
    - habitual negligence or neglect of work,
    - unauthorised strike of work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law.
13. Any image taken of you during a Decathlon event or during a photo-shoot shall be the property of Decathlon and you consent to Decathlon's use of the such image in communication.
14. Apart from the above mentioned rules all rules specified under the certified standing orders of Decathlon will be applicable to you from the date of your joining Decathlon
15. Clause 4 of this employment contract shall continue to survive even after any form of termination of this employment contract.

***. Notwithstanding anything mentioned above, please note that the regulations would be explained to you by your respective manager during your induction program**

Should you accept the above information, then kindly sign the duplicate copy of this appointment letter.

We welcome you to the Decathlon Family!

For Decathlon Sports India Pvt Ltd

Authorised Signatory

Accepted By Me

Employee Signature

Annexure - I

Salary Structure	Monthly	Annually
Gross	**27000.00**	**324000.00**
Basic	14400.00	172800.00
House Rent Allowance	7200.00	86400.00
LTA	1126.00	13501.00
Special Allowance	4275.00	51300.00
Gross Salary	**27000.00**	**324000.00**
Employer PF	1800.00	21600.00
Monthly Bonus / Statutory Bonus*+	0.00	0.00
Employer ESIC	0.00	0.00
Gratuity	693.00	8312.00
CTC	**29493.00**	**353912.00**

* Please note that if you are drawing a monthly gross salary upto 21000 then you would get a minimum of INR. 583/per month for the number of months that you have worked in any Financial year or a maximum upto 20.0 % of your Monthly fixed gross basis the criterion mentioned by your manager from time to time

+ Please note that if you are drawing monthly gross more than 21000 then you can earn maximum upto 20.0 % of your Monthly fixed gross basis the criterion mentioned by your manager from time to time

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20217709087/Pune/BPS/BTN
Date: 24/07/2021

Ms. Pallavi Laxman Daundkar
Abai Villa, Sai Satyam Park, Wagholi
Sai Satyam Park
Near Indian Gas Agency
Pune-412207
Maharashtra
Tel# 91-9022394245

Dear Ms. Pallavi Laxman Daundkar,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **11,250/-** per month.You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.

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Tata Consultancy Services Limited
Sahyadri Park, Plot No. 2 3, RGIP Phase III, Hinjawadi - Maan, Pune - 411 057
Tel: 91 20 6794 0000 Fax: 91 20 6794 0122 E-mail: tcs.pune@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

OTHER BENEFITS

1. **Health Insurance Scheme**
   TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

   You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

   a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

   b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

   c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

   The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

   i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

   ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

   *Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document

2. **Professional Memberships:**
   You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

3. **Social Security - Employees' State Insurance:**
   The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. **Compensation Benefits under ESI Act / Employees' Compensation Act:**
   Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

   When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. **Night Shift Stipend:**
   Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.

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6. **Process Specific Stipend:**
Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**
Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. **Traineeship Period:**
During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**
You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**
You will be entitled for leaves as per the company's policy.

5. **Transport:**
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**
During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written

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permission of the company.

7. **Confidentiality, Data and Intellectual Property Protection:**
As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. **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 a trainee of TCSL.

9. **Notice Period:**
You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. **Medical Test:**
You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and futher employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. **Background Check:**
Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. **Submission of Documents:**
At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Passport
- 6 photographs - passport size
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.

Your original documents will be returned to you after verification.

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13. **Initial Learning Programme (ILP)**
On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. **Letter of Appointment**
Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. **Personal Data Processing:**
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.

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.

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.

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.

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.

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.

16. **Terms and conditions:**
The above terms and conditions of traineeship are specific to your traineeship period in India.

17. **Rules and Regulations of the Company:**
Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. **Compliance to all clauses:**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.

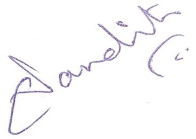
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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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Corporate Identification No. (CIN): L22210MH1995PLC084781

ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20217709087/Pune/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 any 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 TCS . 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

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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 Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

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 the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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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 any claim or liability of any party, 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, 1996 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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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TeamLease™
Putting India to Work

Letter of Intent/Appointment Offer

Dear **Soniya Shirish Gaikwad**, Date: 30 Jul 2021

With reference to your application/interview and subsequent discussions you had with us, we are pleased to offer you a position of **Officer Back Office** with Team Lease Services Limited on fixed-term assignment and your date of Joining would be **29 Jul 2021**. Your appointment is subject to confirmation from our client on the selection of your candidature by our client, in accordance with their selection criteria.

Your Monthly & Annual CTC will be INR **15839.00** and **190068.00** respectively. The Management reserves the right to bifurcate or merge the allowances in basic salary. Your work location will be **Pune H O**. The job is transferable anywhere within India.

The appointment offer is subject to the information provided by you in your Resume / Bio-data/CV and interviews are correct and valid. Detailed job objectives and salary structure along with appointment letter will be provided upon joining. This Letter of Intent /Appointment Offer does not guarantee employment and shall be valid for two weeks or till the date of joining, whichever is earlier.

You are required to download the TeamLease Mobile App and upload the mandatory documents listed below. Appointment Letter is issued subject to filling all mandatory fields on the Mobile App and uploading the mandatory documents on the Mobile App.

- Copy of Aadhaar Card (both sides).
- Copy of the first sheet of Bank Passbook or canceled cheque (with your name, bank account number, and IFSC clearly printed).
- Copy of highest educational qualification certificate.
- Copy of PAN card.

Link for Android App: https://play.google.com/store/apps/details?id=com.teamlease.associate&hl=en

Link for iOS App: https://itunes.apple.com/in/app/teamlease/id1033421268?mt=8

Please note that any claims based on the alleged verbal promises by any authority, not a part of this letter, will not be entertained in the future.

Yours sincerely,

For TEAMLEASE SERVICES LIMITED



Rituparna Chakraborty
(Authorized Signatory)

Accepted and Agreed

Signature and date:

Name:

ManpowerGroup Services India Pvt Ltd.
Building no- 10B, 1st Floor
DLF Cyber City
Gurgaon -122002

CIN- U74910DL1997PTC085591
T: +91 – 124 - 6795400
www.manpowergroup.com

Date: 25-Aug-2021

Name: Kirti Rani

Location: Pune, Maharashtra

Subject: OFFER FOR FIXED TERM CONTRACT

Dear Kirti Rani,

With reference to your selection with ManpowerGroup Services India Pvt. Ltd for the position of **"Customer Care Representative"** on a fixed term contract basis, we are pleased to offer you as below.

Start date of Assignment	**: 25-Aug-2021**
End date of Assignment	**: 25-Oct-2021**
Monthly Gross Salary	**: INR 17205/-**

Any statutory dues like PF, ESI, Bonus etc, if applicable, will be Paid / Deducted as per law. All taxes will be deducted as applicable by law.

Appointment letter and other terms and conditions of the contract would be provided after acceptance of the offer letter, received by Manpower.

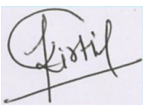
Kindly send the signed copy of accepted duplicate copy of the offer letter within 02 days, failing which it will be treated that this offer stands withdrawn automatically.

Manpower Group services India Pvt. Ltd



Authorized Signatory

Accepted by



Kirti Rani

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20195940651/Pune/BPS/BTN
Date: 23/04/2021

Ms. Shruthi Praveen
Sukhwani Garden, D-13
Ganesh Nagar
Opp. Watertank
Pune-411012
Maharashtra
Tel# 91-8830251652

Dear Ms. Shruthi Praveen,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **11,250/-** per month.You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.

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OTHER BENEFITS

1. **Health Insurance Scheme**
   TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

   You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

   a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

   b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

   c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

   The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

   i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

   ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

   *Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document

2. **Professional Memberships:**
   You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

3. **Social Security - Employees' State Insurance:**
   The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. **Compensation Benefits under ESI Act / Employees' Compensation Act:**
   Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

   When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. **Night Shift Stipend:**
   Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.

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6. **Process Specific Stipend:**
Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**
Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. **Traineeship Period:**
During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**
You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**
You will be entitled for leaves as per the company's policy.

5. **Transport:**
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**
During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written

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permission of the company.

7. **Confidentiality, Data and Intellectual Property Protection:**
As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. **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 a trainee of TCSL.

9. **Notice Period:**
You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. **Medical Test:**
You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and futher employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. **Background Check:**
Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. **Submission of Documents:**
At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Passport
- 6 photographs - passport size
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.

Your original documents will be returned to you after verification.

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13. **Initial Learning Programme (ILP)**
On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. **Letter of Appointment**
Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. **Personal Data Processing:**
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.

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.

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.

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.

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.

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.

16. **Terms and conditions:**
The above terms and conditions of traineeship are specific to your traineeship period in India.

17. **Rules and Regulations of the Company:**
Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. **Compliance to all clauses:**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.

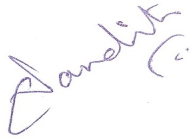
TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Sahyadri Park, Plot No. 2 3, RGIP Phase III, Hinjawadi - Maan, Pune - 411 057
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Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship 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 sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20195940651/Pune/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 any 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 TCS . 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

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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 Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

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 the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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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 any claim or liability of any party, 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, 1996 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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Offer Letter

Printable format

Please consider this offer and respond electronically.

03-Feb-2021

Isha Alamchandani
Plot No. 55, Sindhi Colony,, Near Bafna Road,
Nanded - 431601,
(Maharashtra) India

Dear **Isha**,

On behalf of **KPMG Assurance and Consulting Services LLP** (the **'Firm'**), I am pleased to offer you the position of **Analyst** in **Forensic-PEBC** with the Firm.

You shall be based in **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **03-May-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force (**'Firm Policy'**). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a

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You shall be on probation for a period of six (6) months (the **'Probation Period'**) from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force (**'Firm Policy'**). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the **'Confirmation Letter'**). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **Rs.84500/- (Eighty-Four Thousand Five Hundred Rupees)** per annum. The aforesaid part of CTC shall include Employer's contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard and allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Annual Increments and Bonus

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B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Annual Increments and Bonus

Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance incentive and/or annual fixed salary increase (and quantum thereof) shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

Any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

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4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and amended from time to time.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. **Miscellaneous**

1. Working Hours

You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns,

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including

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disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10 Social Media policy

The employee shall ensure compliance with the social media policy of the Company as amended from time to time. It is important that an employee uses only the name of their employer. Any direct or indirect reference to an entity name, other than the name of the employer, shall be construed as a "Serious Misconduct" and shall be subject to the Company's disciplinary process

D

Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon ninety (90) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the ninety (90) days written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement in terminated by the Firm on grounds mentioned above within 12 months of joining, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm's right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.5

With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing. Also, this offer is conditional on the receiving and being satisfied, with the background checks on your academic and professional qualification and experiences, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information / particulars provided by you with regards to your educational / professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance

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E. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **04-Feb-2021**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours Sincerely,
for **KPMG Assurance and Consulting Services LLP**

Authorized Signatory
Navneet Prasad
Human Resource

ACCEPTED

_____
By: **Isha Alamchandani**
Date :

Start Date :_____

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INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a 'Member of the Firm'?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit

addition you may have restrictions on other financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are **' Member of the Firm '** and **' Covered Person '** . As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial

specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same **' office '** in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called **' immediate family members '** in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your **' close family members '** —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an

In certain instances your ' **close family members** ' —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.
In addition:

· If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.

· You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.

· Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

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What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However, certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1
INDICATIVE COST-TO-FIRM PLAN

Isha Alamchandani
KPMG Assurance and Consulting Services LLP

Cost-To-Firm Category	Monthly (in INR)	Annual (in INR)
i) Basic Salary	7042	84500
ii) Flexible Compensation	5533	66392
iii) Employer Contribution to Provident Fund	1509	18108
a) Fixed Compensation along with Employer's Contribution to Provident Fund (2020-21) (i+ii+iii)	**14084**	**169000**
a) Gratuity	339	4063
b) Insurance Premium		13967
Total Cost to Firm (2020-21) (a+b+c)		**187030**

Employee Contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions.Act, 1952, subject to your entitlement and the policy of the Firm in that regard. Gratuity will be paid as per applicable rules.

You may be entitled to a performance bonus as per the Firm policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of INR 300000

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OTHER BENEFITS

Group Medical Insurance: Your family and you are covered to the extent of	INR 300000
Group Personal Accident Insurance: You are covered to the extent of	INR 6000000
Group Term Life Insurance: You are insured to the extent of	INR 1500000
Group Term Life in Lieu of EDLI Policy:	Covered

On your joining the Firm you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from..

ANNEXURE 2

Cost-To-Firm Structure

Indicative Components:

		Analyst
A	**Basic Salary**	50% of Fixed Compensation and amount of Employer's Contribution to Provident Fund
B	**Provident Fund**	Subject to your entitlement and the policy of the Firm, Employee's Contribution towards Provident Fund will be deducted from the compensation of the employee as per provision of the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and an equivalent amount as indicated in Annexure 1 will be deposited as the Employer's Contribution.

The balance of Fixed Compensation can be structured using the following options:

		Analyst
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed

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options:

		Analyst
C1	**House Rent Allowance**	✓

If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:

1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act.
2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. alongwith Bank statement 3. PAN of landlord All above three are mandatory to be mentioned on rent receipts.

		Analyst
C2	**Car Lease Rentals/Insurance**	**X**

-

		Analyst
C3	**Smartphone Purchase**	**X**

-

		Analyst
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car	

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		Analyst
C4	**Car Reimbursements**	**X**
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services,repairs,parking charges, toll tax, Car accessories & driver salary is not allowed)	

		Analyst
C5	**Leave Travel Allowance**	✓

Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)

		Analyst
C6	**Children's Education Allowance**	✓

Exemption as per IT Rules.

		Analyst
C7	**Expenses in pursuit of Education**	✓

Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.

		Analyst
C8	**Home landline/ Mobile bill reimbursements**	✓
		Rs 15,000/- p.a.

Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)

		Analyst
C9	**Meal Vouchers**	✓

Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.

		Analyst
C10	**Purchase of computer at home**	✓

Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more details, please refer CTC reimbursement policy under Expense Policies)

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		Analyst
C6	**Children's Education Allowance** Exemption as per IT Rules.	✓
		Analyst
C7	**Expenses in pursuit of Education** Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	✓
		Analyst
C8	**Home landline/ Mobile bill reimbursements** Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	✓ Rs 15,000/- p.a.
		Analyst
C9	**Meal Vouchers** Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.	✓
		Analyst
C10	**Purchase of computer at home** Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more details, please refer CTC reimbursement policy under Expense Policies)	✓

Offer Response

Do Not E-Sign Until You Have Read The Above Offer

- (•) Accept the offer
- ( ) Refuse the offer

*Full Name

Alamchandani, Isha

*Unique Identifier

Submit Cancel

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KPMG Assurance and Consulting Services LLP
3rd Floor, Building No. 7 Commerzone,
Samrat Ashok Path, Off Airport Road,
Yerwada, Pune - 411006, India

Telephone: +91 (20) 4019 4000
Fax: +91 (20) 4019 4003
Internet: www.kpmg.com/in

21-Jun-2021

Pranjali Chauhan

Gandhi nagar, Yerwada,

Pune - 411006,

(Maharashtra) India

Dear **Pranjali**,

On behalf of **KPMG Assurance and Consulting Services LLP** (the '**Firm**'), I am pleased to offer you the position of **Analyst** in **Forensic-PEBC** with the Firm.

You shall be based in **Pune** and can be transferred to any other office of the Firm at any other place or city in India or outside India, or to any affiliate or associate entity of the Firm, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **21-Jun-2021** , this employment agreement ('Agreement') shall stand terminated.

You shall be on probation for a period of six (6) months (the '**Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

Signature Not Verified

NAVNEET PRASAD

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KPMG Assurance and Consulting Services LLP, an Indian limited liability partnership and a member firm of KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee

KPMG (Registered) (a partnership firm with Registration No. BA-62445) converted into KPMG Assurance and Consulting Services LLP (a Limited Liability Partnership with LLP Registration No. AAT-0367), with effect from July 23, 2020

Registered Office: Lodha Excelus, 1st Floor Apollo Mills Compound N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

   Your basic salary shall be **Rs.86000/- (Eighty-Six Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

   In addition to the basic salary referred to in Paragraph A.1 above as part of Cost to Company (CTC), you shall be entitled to a sum of **Rs.86000/- (Eighty-Six Thousand Rupees)** per annum. The aforesaid part of CTC shall include Employer's contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard and allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Annual Increments and Bonus

   Firm is under no obligation to operate a bonus scheme and matters such as entitlement to performance incentive and/or annual fixed salary increase (and quantum thereof) shall be decided at the Firm's sole and absolute discretion and shall be subject to such policies/procedures as may be made applicable by the Firm from time to time.

   Any employee joining on or before 30 September of the ongoing performance year, will be eligible to be considered for annual fixed salary increase (increment), subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of issuance of the increment letter.

   Any employee joining on or before 31 December of the relevant performance year, will be eligible to be considered for the year-end review and performance incentive, subject to his/her rating in respect of the relevant performance year and being in active employment (and not serving notice) of the Firm on the date of disbursement of performance incentive.

2. Gratuity

   You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

   You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

   You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and revised from time to time.

5. Maternity Benefits **[For Women employees only]**

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You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery.During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

(i) trade secrets,

(ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,

(iii) prices charged to and terms of business with clients,

(iv) marketing plans and revenue forecasts,

(v) any proposals relating to the future of Firm or any of its business or any part thereof,

(vi) details of its employees and officers and of the remuneration and other benefits paid to them,

(vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and

(viii) any other information which is notified to you as confidential.

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time

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during the course of your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

   During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

   You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

   We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

   You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

   You are requested to familiarize yourself with the Firm's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in the course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You

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agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

10 Social Media policy

The employee shall ensure compliance with the social media policy of the Company as amended from time to time. It is important that an employee uses only the name of their employer. Any direct or indirect reference to an entity name, other than the name of the employer, shall be construed as a "Serious Misconduct" and shall be subject to the Company's disciplinary process

D Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) days prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, the Firm shall be entitled to adjust and/or recover from you any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm, as well as the total cost incurred by the Firm and/or expenses reimbursed to you (if any), in connection with your relocation.

1.2 Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon ninety (90) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, or if your employment is terminated by the Firm on account of breach of terms of employment and/or policies/procedures applicable to you, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the ninety (90) days written notice or salary in lieu thereof or a combination thereof. Further, in case you have received any relocation benefits and you exercise the option of termination this Agreement, or your agreement in terminated by the Firm on grounds mentioned above within 12 months of joining, the Firm shall in such case also be entitled to adjust and/or recover from you the total cost incurred by the Firm and/or expenses reimbursed to you in connection with your relocation.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm's right as contained in Clause D.1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not b[illegible] ake

Signature Not Verified
NAVNEET PRASAD
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1.5 With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document.

2.3 Provisional Offer

In accordance with the policy, this offer is conditional on the successful completion of the academic course which you are currently pursuing. Also, this offer is conditional on the receiving and being satisfied, with the background checks on your academic and professional qualification and experiences, any criminal records and any judgments relating to debts or insolvency thereof.

The proposed employment is offered to you on the basis of the information / particulars provided by you with regard to your educational / professional qualifications, experience, criminal records any judgments relating to

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04.07.2021 13:29

debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **21-Jun-2021**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Signature Not Verified

NAVNEET PRASAD

04.07.2021 13:29

Yours Sincerely,

for **KPMG Assurance and Consulting Services LLP**

Authorized Signatory

Navneet Prasad

Human Resource

ACCEPTED

_____

By: **Pranjali Chauhan**

Date :

Start Date:_____

Signature Not Verified

NAVNEET PRASAD

04.07.2021 13:29

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CIN – U72300KA2005PTC048089

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NORTHERN TRUST

17-August-2021
Heena Hemant Rajpal
rajpalheena217@gmail.com
Flat No. 3
Krishna Kanhiya Hsg. Soc.
Wanwadi Pune - 411040

Dear Heena,

We are delighted to offer you employment with Northern Operating Services Private Limited (referred as Northern hereafter) as **Analyst** in our **Hedge Fund Services** Department within the **Corporate & Institutional Services**. Your official title at Northern will be **Non Officer**.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Northern Operating Services Private Limited, Tower A, 13th to 16th Floor,EON Free Zone- II, EON Kharadi Infrastructure Pvt. Ltd. – SEZ, Pune – 411 014 ("Northern") and Heena Hemant Rajpal of Flat No. 3 , Krishna Kanhiya Hsg. Soc., Wanwadi Pune - 411040.

Any reference to "this agreement" throughout is reference to the terms and conditions of your employment as set out in this Statement.

1. Conditions

Your employment is conditional on:

(a) your agreement to and acceptance of this Employment Agreement;

(b) you providing Northern with a valid Aadhaar number

(c) your agreement to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement;

(d) should Northern request it, a medical assessment and report satisfactory to Northern;

(e) the completion of background screening checks, including criminal records checks, (both prior to the commencement of your employment and on a recurring basis during employment) and receipt of written references to the satisfaction of Northern;

(f) you providing Northern with satisfactory proof of any relevant qualifications, as may be requested by Northern;

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(g) your agreement to and achieving and maintaining a suitable standard for compliance purposes (see below), including agreeing to comply with all applicable policies, procedures and guidance, and completion of mandatory training in appropriate timescales. Your role is subject to the achievement and maintenance of an appropriate level of competence, as required by your current role at any point in time;

(h) you being free to take up and carry out the role offered to you and you not being in breach of or breaching any express or implied terms of any contract, court order or of any other obligation legally binding upon you by virtue of accepting this Employment Agreement;

(i) you having declared any action taken against you by a regulatory or professional body;

(j) you having lawful authority to work in India and producing satisfactory evidence to this effect. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commence);

(k) you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; and

(l) you providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers.

During your employment, Northern may conduct periodic background checks (including criminal records checks). It is a condition of your employment that you consent to provide the personal information required to conduct such checks when requested to do so. By accepting this Employment Agreement, you understand and agree that failure or refusal to consent and/or provide the required personal information will constitute a serious breach of this Employment Agreement which will be cause for initiating disciplinary action, including but not limited to termination of employment.

All of the above must be to the satisfaction of Northern. This appointment is on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience and criminal records. In the event it is discovered, at any stage, that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld / suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated. In addition, if the conditions stated above are not fulfilled to the satisfaction of Northern, then your appointment will be deemed void and your services with Northern terminated.

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This appointment is on the confirmation from you that you can perform the duties of the position for which you are being hired without violating any obligations that you might have to any other person or company.

2. Commencement Date

You, Heena Hemant Rajpal, are employed by Northern as Analyst in our Hedge Fund Services Department with effect from **06-September-2021**. You are requested to bring with you, when you first report for work, either a valid passport and employment visa (where relevant) or other valid evidence of the right to work in India. If this is problematic, please contact the Human Resources Department to discuss.

On your first day of employment with Northern you should report to Reception at **8.30 a.m.** at:

Pune

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Survey No.72/2/1, Kharadi, Pune,
Maharashtra, India – 411 014.

Landmarks which will help guide you to this location are:

-Next to Gera Emerald City (South)
-Behind EON Free Zone 1

3. Probation

The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern will be considered to have been successfully completed after six months or you will be advised in writing, if Northern decides to extend your probationary period. During your probationary period, either the company or you may terminate this agreement by giving in writing to the other party, seven days' notice, and the same notice requirement would apply to you should you resign during the probationary period. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of **60** days prior to termination of your employment. In either case, Northern reserves the right to pay you in lieu of notice.

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4. Job Title

You are employed as **Analyst** in our **Hedge Fund Services** Department. You have been informed about your reporting line Manager by the hiring panel. Northern reserves the right to amend your reporting line to any person so appointed to act with such authority.

You shall faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by Northern together with such person or persons as Northern may appoint to act jointly with you. You shall serve Northern in this capacity to the best of your ability or in such other capacity as Northern may from time to time determine.

You and Northern agree that the nature of Northern's business demands flexibility and that reallocation of duties, power and other responsibilities from time to time is a natural part of – and a precondition for – the employment relationship between you and Northern. This may involve a change in your job title and reporting relationship.

You shall perform such duties, discharge such responsibilities and exercise such powers, authorities and discretions in relation to Northern as from time to time may be delegated to you on such terms and conditions and subject to such restrictions as may from time to time apply. Northern may at any time require you to cease performing or exercising any particular power, authority or discretion delegated to you.

You shall at all times keep Northern promptly and fully informed (in writing if requested) of the business of Northern and of any information which may adversely affect Northern or its business.

5. Duties and Responsibilities

Duties and responsibilities of the position are as outlined in your meeting with the recruitment panel. You may be required to undertake other duties from time to time as Northern may reasonably require.

You shall devote the whole of your time unless prevented by ill-health or accident or otherwise directed by Northern (including during any period of suspension or exclusion as detailed under sections 17 and 19) to your duties under this Employment Agreement. You must serve Northern honestly and faithfully. You may not, without the prior written consent of your manager, be employed or otherwise engaged in any other business, trade or profession either directly or indirectly in any capacity whatsoever. You must also not engage in other business activity, whether paid or unpaid which may conflict with your duties as an employee of Northern.

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6. Associated Company

You acknowledge and agree that Northern may at times require you to work for any Associated Company and to carry out its duties or responsibilities for any Associated Company which include its subsidiaries, affiliates or its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

For the purposes of this Employment Agreement, an "Associated Company" is any company which for the time being is:

(a) a holding company of Northern; or

(b) a subsidiary of any such holding company or Northern; or

(c) a company over which Northern or any holding company has control.

By working for any Associated Company, and/or by carrying out duties or responsibilities as mentioned in the above paragraph, you do not become an employee, or agent, or contractor of such Associated Company, including its subsidiaries , affiliates, customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

Northern further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Northern or as part of any restructuring or amalgamation or such other plan implemented by Northern or by which Northern is bound, on such terms and conditions as applicable to such a plan.

7. Location

You shall work at Northern's offices based at **Pune** or such other place of business of Northern or any Associated Company as may be directed by management from time to time.

You may be required to work at any other location, as may be directed by Northern from time to time. In normal circumstances you will not be required to work outside of India, however, business requirements may necessitate short term visits outside of India.

8. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, governmental orders of India and rules governing the business or businesses in which Northern operates including, but not limited to, other jurisdictions where relevant laws may apply from time to time that relate to your employment by Northern.

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9. Salary

Your Annual Fixed Pay will be **₹ 265,198**, inclusive of all hours worked. A detailed breakdown of your Annual Fixed Pay is set out in **Annexure 1.**

Salary will be payable on a monthly basis, in arrears in 12 equal instalments. This will be credited to your account on or before the last working day of each month, subject to statutory deductions.

Your base salary will be reviewed by Northern in or about April each calendar year, or at any other time determined by Northern from time to time. Annual salary adjustments will normally be effective on 1 April each year, subject to the rules in this regard and at Northern's absolute discretion. In undertaking this review Northern may have regard to any matter in its absolute discretion. This review will not necessarily lead to an increase in your base salary. There will be no review of salary after notice has been given by either party to terminate your employment.

You consent to the deduction of any sums you owe to Northern at any time from your salary or from any payment due from Northern to you. You also agree to make any payment to Northern of any sums owed by you to Northern upon demand by Northern at any time.

10. Benefits

The benefits set out below are discretionary and may be varied or removed by Northern at any time without notice.

(a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;

(b) Northern offers Private Health Insurance for all employees and their dependents (as defined by the insurers) from the first day of employment;

(c) Personal Accident Insurance is provided for all Northern employees; and

(d) Group Term Life Insurance is provided for all Northern employees.

The above-mentioned insurance benefits are subject to: (i) acceptance by the insurers; (ii) the terms and conditions of the insurance policy (which may change from time to time); (iii) the premium being at a rate which Northern considers reasonable; and (iv) the agreements with the insurers. Benefits may be restricted both on an individual and/or aggregate basis. If an insurance provider refuses for any reason to provide insurance for you, Northern shall not be liable to provide you with any benefit of the same or similar kind or to pay any compensation in lieu of such benefit. Please refer to the Northern Trust India Employee Handbook for further information.

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11. Retirals

You will be eligible to participate in the Provident Fund and Gratuity Scheme, subject to the terms and conditions of the Fund and Scheme from time to time in force as prescribed under law. You will be provided with the details and terms and conditions at the time of your joining. Subject to applicable law, Northern reserves the right to terminate or substitute another fund and scheme.

12. Hours

Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Your initial login time will be **11:30 IST**. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered.

Work patterns vary and you may be required to work outside of these normal working hours should the needs of the business make it necessary. The position will, from time to time, require work on additional hours. You will be compensated for such hours worked according to Northern's overtime policy if you are an overtime eligible partner.

Where required by Northern, you must accurately record your start and finishing times, and also the hours which you work each day.

13. Leave

(a) Annual leave

Northern's holiday year runs from 1st January to 31st December. Your Annual Leave entitlement of 22 days must be taken during the appropriate holiday year.

You are entitled to payment in lieu of any accrued but unutilised annual leave and termination of employment. If you have exceeded your leave entitlement and leaving Northern, a deduction will be needed from your salary in consultation with you.

(b) Sick and casual leave

12 days of sick leave and casual leave (together) for sickness, accident or situations of emergency.

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(c) **Public / National Holidays**

Northern recognises 10 days of national and local Public holidays. Details are contained in the Northern Trust India Employee Handbook and as currently in place and amended by Northern from time to time.

Further details about holidays and leave entitlement are contained in the Northern Trust India Employee Handbook. Details of authorised leave other than leave entitlement will also be found in the Northern Trust India Employee Handbook.

14. Expenses

Northern will reimburse you for all reasonable business expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Northern may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

You agree that expenses drawn on Northern's credit card (which may be available for your use), which you have not accounted for in accordance with Northern's expense reporting policy within one month of the due date of the credit card company's invoice, may be set off by Northern against your net salary.

15. Travel

You may be required by Northern to travel from time to time in order to perform the duties of your position, without any additional remuneration.

16. Notice and Termination

Following the successful completion of your probationary period, the length of notice to terminate your employment which you are obliged to give to Northern, or Northern is obliged to give to you, will be **60** Days.

Northern reserves the right to make a payment of salary in lieu of notice. For the avoidance of doubt, a payment in lieu shall not include any element in respect of insured benefits (e.g. health, life and travel) or holiday entitlement which may otherwise have accrued during the period in respect of which the payment in lieu is made.

During any period of notice of termination, whether given by Northern or you, Northern shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent your contacting any member of Northern's staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not

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undertake work of any nature on behalf of or for the benefit of any third party and you remain obliged to comply with your confidentiality obligations.

If you have resigned from employment, Northern may, at its sole discretion waive all or part of the notice, or allow you to pay in lieu of the notice period (or any remaining part of the notice period). Any resignation would have to be accepted by Northern to become effective. However, in case any disciplinary proceedings are either contemplated or pending against you or if there are certain business exigencies, Northern will have the right not to accept your resignation. Once accepted, the resignation cannot be withdrawn without express consent of Northern.

Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you complete the age of 60 years as per the organization's record.

Nothing in this Employment Agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed.

If you are prevented, at any time, by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform Northern and supply it with such details as may be required, and if you are unable by reason of ill-health or accident or disability, for a period of 9 months or more to perform your duties hereunder, Northern may forthwith terminate your employment.

You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

Northern shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit an act of misconduct or are otherwise in serious breach of this Employment Agreement or your obligations as an employee or if you fail to maintain a valid right to work and reside in India. An indicative list of acts which constitute misconduct is set out below (and also in the Northern Trust India Employee Handbook):

(a) fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;

(b) dishonesty, embezzlement, larceny or misappropriation of Northern or client funds or property;

(c) possession, use, copying or reading of corporate records without appropriate authorization, or disclosure of confidential information concerning financial, business or work information concerning Northern or any Associated Company or if it's one of their clients;

(d) refusal to cooperate in any investigation deemed necessary by Northern;

(e) falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;;

(f) removal of, damage to, or misuse of Northern's or any person's property;

(g) improper or unauthorized use of funds property or services;

(h) workplace violence or the commission of, or threat to commit injury or damage against any person or his/her property; and

(i) illegal or unauthorized possession, selling, delivery or use of intoxicants, narcotics or controlled substances any time during employment or while on premises or on corporate business.

(j) Breach of any clauses of the Company's regulations/policies.

These are not intended to be exhaustive, and may be supplemented by area work rules in particular units. Northern also reserves the right to issue discipline up to and including dismissal for any other action which in its sole discretion it deems unacceptable. Disregard of Northern's performance or conduct standards may result in disciplinary action up to and including termination.

17. Obligations on Termination

On leaving employment you must return all property, documents and correspondence belonging to or relating to Northern, any Associated Company or its or their customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

Upon the termination of your employment, for whatever reason, you shall resign from all offices (if any) held by you in Northern and/or any Associated Company and in the event of failure to do so, Northern is hereby authorised to appoint a person in your name and on your behalf to execute all documents and to do all things requisite to that effect.

18. Suspension

If Northern suspects that you have been involved in any improper conduct or involved in any misconduct or other conduct which in the reasonable opinion of Northern may impact upon your ability to carry out your duties and responsibilities under this Employment Agreement or may cause damage to Northern's business or reputation, Northern may do the following for the purposes of conducting an investigation:

(a) suspend you from performing the duties and responsibilities of your position for a period determined by Northern;

(b) direct you not to attend the workplace, communicate with fellow employees, customers, suppliers or clients of Northern or any other persons involved in the conduct which is being investigated, or otherwise interfere with the conduct of the investigation; and

(c) appoint any person to conduct the investigation and direct you to provide any assistance and answer any questions required for the investigation.

During the period of suspension you will continue to receive the remuneration under this Employment Agreement.

Any suspension under this clause will not be treated as disciplinary action by Northern, but will be instituted solely for the purpose of conducting an investigation.

19. Disciplinary procedures

You are subject to the disciplinary rules and procedures set out in the Northern Trust India Employee Handbook. In cases of misconduct you may be dismissed without notice or pay in lieu of notice.

20. Grievance procedure

If you have a grievance or are dissatisfied with anything affecting your employment you have the right to raise the matter in accordance with the procedure set out in the Northern Trust India Employee Handbook.

21. Collective agreements

As per the date of this Employment Agreement, no collective agreements directly affect your terms and conditions of employment.

22. Northern Trust India Employee Handbook

The provisions of Northern Trust India Employee Handbook apply to your employment. The Northern Trust India Employee Handbook sets out additional terms of employment with which you are obliged to comply. These terms do not form a part of your Employment Agreement. For your information, Northern has a No Smoking Policy and smoking is not permitted anywhere on Northern's premises.

23. Compliance

Various Associated Companies for which you may be asked to work are subject to additional legal and regulatory requirements of other countries. In addition, all Northern Trust activities are subject to supervision by the Federal Reserve Bank of Chicago and where relevant, by the Reserve Bank of India. You are therefore required to conduct your business and outside

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activities in accordance with all applicable legal and regulatory requirements, as set out in relevant Corporation Policies, and other written guidance. Failure to do so may result in disciplinary action being taken by Northern. In particular, your attention is drawn to the regulatory requirements described below, which may be applicable to your activities:

(a) Personal Investment Transactions

Associated Companies' activities enable certain staff to have access to information concerning the purchase and sale of investments, which if misused, could involve a breach of the law, regulatory rules and have an adverse effect on clients. Therefore, you are required to adhere to Northern's rules concerning the authorization and notification of personal investment transactions.

(b) Anti - Money Laundering

You are required to complete Anti-Money Laundering training on a periodic basis. You will be advised of your training requirements at the commencement of your employment.

(c) Dealing Rules

You are required at all times to abide by all applicable laws, regulations or rules governing the business or businesses in which Northern operates

(d) Standards of Conduct

The Northern Trust Corporation Code of Business Conduct and Ethics (Code of Conduct) is a statement of basic principles to be followed by all employees. The Standards of Conduct Policy supplements and provides further detail to the Code of Conduct concerning business ethics and standards. You will be required to acknowledge the Standards of Conduct Policy and all policies listed therein on an annual basis.

They can be found under Partner Passport > About Northern Trust > Corporate Ethics. You should read these policies carefully and comply with the guidelines at all times.

Upon joining Northern you will be provided with a copy of all relevant Corporation Policies and will be asked to confirm your acknowledgment of all of the terms contained therein.

You do not become an employee, or agent, or contractor of any other Associated Companies just by performing services, and/or by carrying out duties or responsibilities for such companies. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

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24. Confidential information

You are obliged to comply with the terms of the Non-Solicitation and Confidentiality Agreement during and after the termination of your employment with Northern. A copy of the Non-Solicitation and Confidentiality Agreement is enclosed with this Employment Agreement and forms part of the terms and conditions of your employment. In accepting the enclosed Non-Solicitation and Confidentiality Agreement, you confirm and acknowledge that you have received the document, that you have read and understood it and that you agree to abide by its contents.

You shall not disclose to Northern, or use for its benefit, any proprietary or trade secret information to which you may have had access while employed elsewhere. You shall not bring to Northern's facilities any materials or documents belonging to any other person or company, including but not limited to customer lists.

25. Inventions

Any work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), designs or copyright work and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time, made by you during the course of your employment by Northern whether or not in the course of your duties and whether for Northern or any Associated Company ("Intellectual Property") shall be the exclusive property of Northern. All such Intellectual Property shall be regarded as having been created under a contract of service. In consideration of your employment with Northern, you hereby transfer and assign in favour of Northern, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Northern does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with Northern in perfecting Northern's rights in the Intellectual Property. You undertake at the expense of Northern to execute any formal and additional assignment required by Northern to vest or confirm the vesting in it or its nominee of all rights in any such Intellectual Property.

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The obligations set out in this section shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Northern and its business in a manner inadequately compensable in damages and that Northern may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

26. Communication

You shall keep Northern informed of your latest postal address at all times and inform Northern in writing of any change in address. Any communication sent to you by Northern on your last known address shall be deemed to be duly served notwithstanding the fact that you have changed your address if this change was not previously advised in writing to Northern.

27. Dual Employment

You are not and will not be subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern.

28. Amendments

Subject to applicable laws, Northern reserves the right to amend its terms and conditions of employment and policies from time to time. Such amendments will be confirmed to you in writing.

29. Acceptable Use

Northern may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable Code of Conduct or policy.

You shall have access to e-mail and the Internet, for the better performance of your duties. You agree to comply with Northern's policies regarding the use of Northern's computers, e-mail system, Internet services and other software programmes. You are aware that Northern has complete access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via Northern's data system.

Northern reserves the right to monitor all e-mails/Internet activity by you for the purposes of managing your employment and to ensure compliance with Northern's applicable policies and procedures.

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30. Employee's Representations and Warranties

This Employment Agreement and your employment with Northern are at all times conditional upon:

(a) your obtaining and retaining all necessary visas, work permits, licenses, registrations, or memberships to enable you to lawfully reside and work in India and fulfil the duties of your position;

(b) your being competent to properly carry out the duties of your position and that any representations as to the qualifications, skills, experience, industry knowledge, business influence, client contacts, and employment history made by you or a person on your behalf are true and correct; and

(c) your not being subject to any direct or indirect restrictions on your ability to fully perform the duties of your position and your not breaching any obligation to a third party by entering into this contract.

You acknowledge that in entering into this Employment Agreement, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this Employment Agreement.

31. Miscellaneous

This Employment Agreement, the Non-Solicitation and Confidentiality Agreement and the other documents referred to herein constitute the entire agreement relating to your employment and supersedes all (if any) prior offers, subsisting agreements and undertakings (written or oral), with respect to your employment by Northern which such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent. You warrant that you have not entered into this Employment Agreement in reliance on any warranty representation or undertaking of any nature whatsoever which is not contained in or specifically incorporated in this Employment Agreement.

The expiration or determination of this Employment Agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Employment Agreement by the other party.

No delay, failure or omission on the part of Northern to exercise any of its powers, rights or remedies under this Employment Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.If, at any time, any provision of this Employment Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not be impaired or affected.

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32. Governing Law and Jurisdiction

This Employment Agreement is governed and construed in accordance with Indian laws. The courts at Pune shall have the exclusive jurisdiction over all disputes or claims between you and Northern under this Employment Agreement. Any dispute, controversy or claim arising out of or in connection with the Employment Agreement shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore. The language of arbitration will be English. If any provision of this Employment Agreement is held to be invalid or unenforceable, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Employment Agreement but without invalidating any of the remaining provisions of this Employment Agreement.

33. Third Party Rights

Other than an Associated Company, any person who is not a party to this Employment Agreement has no right to enforce any term of this Employment Agreement.

34. Personal Data Protection

Please note that any personal data, which have been provided by you to Northern, its agents (including Personnel Risk Management), recruitment agencies or other third parties, in connection with your application to Northern for employment, including any sensitive personal data and any subsequent personal data supplied by you, in connection with your employment with Northern, will be held on a confidential basis. Northern will process these personal data (and may disclose them) for the purposes of offering you employment with Northern and all other purposes for which Northern deems fit.

For the purposes set out above, Northern may also transmit personal data about you overseas to other countries. Northern will take all reasonable steps to ensure that your data will be treated with an acceptable level of confidentiality.

By accepting and acknowledging this Employment Agreement, you consent to personal data (and, in particular, sensitive personal data) relating to you being held, processed or disclosed for the purposes set out above. You also consent to the transfer overseas of any such personal data by Northern as set out above.

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35 Acknowledgment and Acceptance

If the terms and conditions of this Employment Agreement are acceptable to you, please confirm your acceptance by acknowledging (both electronically and in writing, where requested) and returning the enclosed copies of this Employment Agreement, the Non-Solicitation and Confidentiality Agreement and completing (and signifying your agreement to, where required) all of the documents listed on the enclosed checklist as indicated to Northern Trust within seven days from the date of this Employment Agreement. If we do not receive this in the form mentioned above by the mentioned date, we will assume you do not wish to accept the terms and the offer will lapse and be void. Prior to this date, the offer is valid subject to your joining on or before the date mentioned on the Employment Agreement. If your agreed start date is not detailed in your Employment Agreement at this stage, you will be required to mention this on your first day of employment.

The terms of this offer are strictly confidential between you and Northern and any breach of this confidence will be viewed with utmost seriousness.

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Annexure 1

Salary Annexure

Salary Component	**Amount**
Basic	₹ 95,600
House Rent Allowance	₹ 38,240
Flexible Cash Component	₹ 95,160
Statutory Bonus	₹ 10,000
Total Fixed Pay (TFP)	₹ 239,000
Short Term Incentive* (subject to the terms of Northern' s Partners Incentive Plan)	0 – 10 %
Retirals	
Employer's contribution to PF	₹ 21,600
Gratuity	₹ 4,598
Sub Total	₹ 26,198
Annual Fixed Pay (TFP + Retirals)	**₹ 265,198**
Monthly Gross	**₹ 19,917**

Additional Benefits:

(a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;
(b) Private Health Insurance is provided to the employee and his/her dependants (as defined by the insurers);
(c) Life and Accident cover is provided for the employee only.

Note:

(a) Flexible cash component can be further used for claiming tax exemptions on LTA subject to limits.
(b) Shift allowance where applicable is paid as per prevalent policy.
(c) In the event of your joining Northern on or before 30th September, your Total Fixed Pay will be reviewed in the Annual Review Cycle in the first quarter of the following year. The revision, if any will be pro-rated depending on your date of joining. The annual performance appraisal cycle is from January to December.
(d) Employee State Insurance (ESI) is a statutory contribution towards government health insurance in addition to Northern provided Insurance (for eligible employees only).
(e) You will be eligible to participate in the Northern Partners Incentive Plan, in accordance with the terms and conditions governing the plan. Incentive payments under this plan are fully discretionary and subject to Corporate, Business Unit and individual performance, or any other factors that Northern Trust determines

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appropriate. Such payments are made annually and apply to the full Plan Year from January to December. Incentive payments are normally paid along with the February payroll of the following year, provided you have not submitted a notice of resignation prior to January of the payment year. The Short Term Incentive shall not accrue in proportion to service or form part of your salary for the purpose of retirement benefits or any termination benefits. For the avoidance of doubt, Northern is entitled to award you no incentive in the form of Short Term Incentive. Except as required under the Payment of Bonus Act, 1965 (where applicable), any incentive payment to you shall be purely discretionary and shall not form part of your contractual remuneration under this Employment Agreement. If Northern makes an incentive payment to you one year, it shall not be obliged to make any subsequent incentive payments in any other year. To be eligible to receive any incentive payment, you must be employed by Northern and not under notice, either given or received, at the date of the incentive payment.

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NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

A. Confidential Information:

1. I agree and acknowledge: (a) that in the course of and as a consequence of my employment with the Company and because of the nature of my responsibilities I will have access to and will be entrusted with Confidential Information (as defined below) concerning the Company's business; (b) that I will occupy a position of trust and confidence with respect to such Confidential Information; (c) that the Company entrusts me with Confidential Information in reliance on a confidential relationship arising out of my employment with the Company and my execution of this Agreement; and (d) that such Confidential Information that I may acquire or to which I may have access is of great value to the Company.

2. I will not, during my employment or thereafter, remove or transfer physically, electronically or in any other way any Confidential Information (or any copy thereof) from premises or property owned, used or leased by the Company, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company. Upon any termination of my employment, all documents and electronic files containing Confidential Information (including all copies) and all Company property will be turned over immediately to my manager or other designee at the Company, and I shall retain no copies thereof.

3. I agree that, during the course of my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, for my own or another's benefit, use, make known or divulge any Confidential Information, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company.

B. Competitive Restrictions:

1. I agree that, during my employment with the Company, I will not directly or indirectly, nor will I assist anyone else to, engage in any activity that is competitive with the Company or any of its subsidiaries or affiliates.

2. I agree that, during my employment with the Company and for a period of six (6) months after I cease to be employed by the Company for any reason, I will not, directly or indirectly, except as authorized by the Company in the course of my duties for the Company: (a) provide, or directly assist in the provision of, any

Competitive Services or Products to any Client or Prospective Client (as defined below); (b) Solicit, or directly assist in the Solicitation of, any Client or Prospective Client; or (c) solicit, encourage, advise, induce or cause any Restricted Person (as defined below) to terminate his or her employment or engagement with the Company, nor provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any Restricted Person.

3. I acknowledge that my duties for the Company are not confined to any specific geographic area. Rather, my duties pertain to particular clients, and the identities and locations of these particular clients may change from time to time. I therefore agree that the restrictions in this Agreement attach to my conduct in any country where the Company has carried out business in which I have been materially involved or concerned and with respect to Clients and Prospective Clients wherever they may be located during the six (6) month period after I cease to be employed by the Company.

4. Nothing in this Agreement shall prohibit my Solicitation of or my providing Competitive Services or Products to any Client or Prospective Client with whom I can demonstrate that I had a business relationship prior to the start of my employment with the Company, provided that no Confidential Information is used, directly or indirectly, in connection with that Solicitation or provision of Competitive Services or Products.

5. If my employment with the Company lasts for less than six (6) months, the time period of the competitive restrictions provided for in this section shall be reduced to be equal to the number of months that I was employed by the Company.

6. Nothing in this Agreement is intended to prevent me from seeking or accepting employment with any other financial services institution, bank, trust company, brokerage firm, or other competing entity after the termination of my employment with the Company, so long as such employment does not violate the restrictions of this Section B.

C. Work Product:

1. Any work product, inventions, methods, processes, software, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work I performed for the Company, the business of the Company, or the Company's actual or demonstrably anticipated research or development (the "Work Product") shall be owned exclusively and perpetually by the Company. I agree to disclose promptly all Work Product to the Company. I

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hereby unconditionally and irrevocably transfer and assign to the Company all right, title and interest (including all patent, copyright, trade secret and any other intellectual property rights) that I currently have (or in the future may have) by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, "works made for hire" as defined in the U.S. Copyright Act, 17 U.S.C.A. §101 et seq. (or equivalent local legislation as applicable), I agree to waive all rights (including "moral rights") in all Work Product, and I further agree to and hereby assign to the Company all of my right, title and interest (including copyright) in the Work Product. Nothing in this Agreement shall be construed to grant the Company any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used, unless those materials relate to the Company's business (including the Company's actual or demonstrably anticipated research or development) or result from any work that I performed for the Company.

2. To the extent that any document or other filing can be prepared or filed in order to perfect, evidence or register any transfer as referenced in paragraph C.1 above, then I will, at the cost of the Company, sign and otherwise assist with any such document or filing (and any steps related thereto) as the Company considers desirable.

D. Definitions: For purposes of this Agreement:

1. "Company" means The Northern Trust Company, its successors, and any and all subsidiaries or other affiliates (or any of their successors) as to which I perform services, or have access to Confidential Information, during my employment. For purposes of this Agreement, the term "affiliate" means any entity that owns or controls, is owned or controlled by, or that is owned or under common control with The Northern Trust Company.

2. "Competitive Service or Product" means any service or product that satisfies both of the following criteria: (a) is the same or substantially similar to or competitive with any service or product that the Company provided to its clients during my employment by the Company, and (b) is one as to which I had material involvement or access to Confidential Information at any time during the period of twelve (12) months prior to the termination of my employment with the Company.

3. "Client" means any person or entity to which the Company provided Competitive Services or Products, and with which I had contact or about which I had access to Confidential Information, during the last twenty-four (24) months of my

employment. "Prospective Client" means any person or entity to which the Company provided, or from which the Company received, a proposal, bid, or written inquiry (general advertising or promotional materials and mass mailings excepted) for the Company to provide Competitive Services or Products and with which I had contact, or about which I had access to Confidential Information, and with whom the Company has been engaged in negotiations, during the last twelve (12) months of my employment. "Client" shall not include any person or entity that acted only as a referral source for the Company during the last twelve (12) months of my employment.

4. "Solicit" and "Solicitation" (with respect to Clients or Prospective Clients) mean directly or indirectly, and without the Company's written authorization, to invite, encourage, request, or induce (or to assist another to invite, encourage, request or induce) any Client or Prospective Client to: (a) surrender, redeem or terminate a product, service or relationship with the Company; (b) obtain any Competitive Service or Product from me or any third party; or (c) transfer a product, service or relationship from the Company to me or any third party.

5. "Confidential Information" means all information regarding the clients of the Company, or regarding the current or planned business of the Company, which has not been made generally known to the public by authorized representatives of the Company, whether created or supplied to me by the Company or compiled by me in the course of my duties for the Company, including but not limited to: (a) client information, such as client lists (in any form) and other non-public personal, business, financial, or other information regarding the clients or prospective clients of the Company, such as the identities of clients and prospective clients (including names, addresses, phone numbers, email addresses, and social security numbers or other government-issued identification numbers), information regarding clients' accounts, their borrowings, their financial needs, their current or proposed transactions, their investment preferences and/or history, contract terms, client files, all internal analyses of clients and/or their accounts or investments, and all other information regarding clients that the client or applicable law designates as private or confidential; (b) financial information, such as financial plans, reports, and forecasts; earnings figures; and profitability information; (c) corporate strategies, and business, marketing and/or strategic plans; (d) business procedures and methods, computer data, software, and systems designs of the Company; (e) all personnel files and information and any lists of employees, vendors, or independent contractors of the Company; and (f) all information for which the Company has a legal or contractual obligation to treat as confidential. Confidential Information does not include information which has become available to the public generally (otherwise than as a result of any breach by me of any obligation owed by me to the Company).

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6. "Restricted Person" means any person of Officer level or above who provided services to the Company (whether as an employee, agent, independent contractor, or otherwise) within the last six (6) months of my employment with the Company, and with whom I had material business-related contact, about whom I had access to confidential personnel information, or for whom I had direct or indirect supervisory responsibility, during my employment with the Company.

E. Notice and Other Agreements:

1. If for any reason I decide to leave the Company, I agree that I will provide written notice of my intention to leave as provided in my contract of employment with the Company or (if no such notice period exists) of ten (10) business days (two (2) weeks), setting out the date I want to leave, and (as soon as I know it) the name of my next employer, with a description of what my expected position will be. I agree that the Company may contact my new employer regarding my obligations under this Agreement.

2. I recognize that the restrictions set forth in this Agreement are reasonable in scope, including as to time, geography, and the nature of the activities they prohibit, and that they are no more extensive than is necessary in order to protect the legitimate interests of the Company. I further recognize that the Company will suffer immediate and irreparable harm as the result of any breach of such restrictions and that monetary damages will not be adequate to compensate the Company for such breach. I understand that the Company may seek injunctive relief, in addition to monetary damages, to enforce those restrictions. I acknowledge that the period of the restrictions in this Agreement shall be reduced by any period of garden leave exclusion to which I may be subject under my contract of employment with the Company.

3. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall be limited, modified and construed in accordance with applicable law as it then shall appear, and if such modification does not or cannot occur, then the provision in question shall be severed, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be enforceable and binding upon the parties.

4. I understand and acknowledge that if I transfer positions or locations between or among Northern Trust Corporation subsidiaries or affiliates, I may be required to sign another, substantially similar Non-Solicitation and Confidentiality Agreement. I agree that the Company may assign this Agreement, and I hereby consent to such assignment and to the enforcement of this Agreement by the Company's successors and assigns. This Agreement and the rights and obligations of the Company and I hereto shall bind and inure to the benefit of any successor or

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successors of the Company, but neither this Agreement nor any rights or benefits hereunder may be assigned by me.

5. This Agreement is intended to supersede the provisions of any employment agreement or other agreement that I may have previously entered into with the Company regarding the subject matters described in this Agreement, but this Agreement will not supersede the terms and conditions of any agreement pertaining to any equity award that I may previously have received.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

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29-June-2021
DEEPIKA KESARKAR
deepika.kesarkar2000@gmail.com
Flat B-405 Mantra Essence,
Landmark- Near Jagdamba Bhavan Marg.
Pisoli road, Undri, Pune-411060

Dear DEEPIKA,

We are delighted to offer you employment with Northern Operating Services Private Limited (referred as Northern hereafter) as **Analyst** in our **Transfer Agency** Department within the **Corporate and Institutional Services**. Your official title at Northern will be **Non Officer**.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Northern Operating Services Private Limited, Tower A, 13th to 16th Floor,EON Free Zone- II, EON Kharadi Infrastructure Pvt. Ltd. – SEZ, Pune – 411 014 ("Northern") and DEEPIKA KESARKAR of Flat B-405 Mantra Essence, , Landmark- Near Jagdamba Bhavan Marg., Pisoli road, Undri, Pune-411060.

Any reference to "this agreement" throughout is reference to the terms and conditions of your employment as set out in this Statement.

1. Conditions

Your employment is conditional on:

(a) your agreement to and acceptance of this Employment Agreement;

(b) you providing Northern with a valid Aadhaar number

(c) your agreement to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement;

(d) should Northern request it, a medical assessment and report satisfactory to Northern;

(e) the completion of background screening checks, including criminal records checks, (both prior to the commencement of your employment and on a recurring basis during employment) and receipt of written references to the satisfaction of Northern;

(f) you providing Northern with satisfactory proof of any relevant qualifications, as may be requested by Northern;

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(g) your agreement to and achieving and maintaining a suitable standard for compliance purposes (see below), including agreeing to comply with all applicable policies, procedures and guidance, and completion of mandatory training in appropriate timescales. Your role is subject to the achievement and maintenance of an appropriate level of competence, as required by your current role at any point in time;

(h) you being free to take up and carry out the role offered to you and you not being in breach of or breaching any express or implied terms of any contract, court order or of any other obligation legally binding upon you by virtue of accepting this Employment Agreement;

(i) you having declared any action taken against you by a regulatory or professional body;

(j) you having lawful authority to work in India and producing satisfactory evidence to this effect. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commence);

(k) you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; and

(l) you providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers.

During your employment, Northern may conduct periodic background checks (including criminal records checks). It is a condition of your employment that you consent to provide the personal information required to conduct such checks when requested to do so. By accepting this Employment Agreement, you understand and agree that failure or refusal to consent and/or provide the required personal information will constitute a serious breach of this Employment Agreement which will be cause for initiating disciplinary action, including but not limited to termination of employment.

All of the above must be to the satisfaction of Northern. This appointment is on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience and criminal records. In the event it is discovered, at any stage, that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld / suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated. In addition, if the conditions stated above are not fulfilled to the satisfaction of Northern, then your appointment will be deemed void and your services with Northern terminated.

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This appointment is on the confirmation from you that you can perform the duties of the position for which you are being hired without violating any obligations that you might have to any other person or company.

2. Commencement Date

You, DEEPIKA KESARKAR, are employed by Northern as Analyst in our Transfer Agency Department with effect from **12-July-2021**. You are requested to bring with you, when you first report for work, either a valid passport and employment visa (where relevant) or other valid evidence of the right to work in India. If this is problematic, please contact the Human Resources Department to discuss.

On your first day of employment with Northern you should report to Reception at **8.30 a.m.** at:

Pune

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Landmarks which will help guide you to this location are:

-Next to Gera Emerald City (South)
-Behind EON Free Zone 1

3. Probation

The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern will be considered to have been successfully completed after six months or you will be advised in writing, if Northern decides to extend your probationary period. During your probationary period, either the company or you may terminate this agreement by giving in writing to the other party, seven days' notice, and the same notice requirement would apply to you should you resign during the probationary period. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of **60** days prior to termination of your employment. In either case, Northern reserves the right to pay you in lieu of notice.

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4. Job Title

You are employed as **Analyst** in our **Transfer Agency** Department. You have been informed about your reporting line Manager by the hiring panel. Northern reserves the right to amend your reporting line to any person so appointed to act with such authority.

You shall faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by Northern together with such person or persons as Northern may appoint to act jointly with you. You shall serve Northern in this capacity to the best of your ability or in such other capacity as Northern may from time to time determine.

You and Northern agree that the nature of Northern's business demands flexibility and that reallocation of duties, power and other responsibilities from time to time is a natural part of – and a precondition for – the employment relationship between you and Northern. This may involve a change in your job title and reporting relationship.

You shall perform such duties, discharge such responsibilities and exercise such powers, authorities and discretions in relation to Northern as from time to time may be delegated to you on such terms and conditions and subject to such restrictions as may from time to time apply. Northern may at any time require you to cease performing or exercising any particular power, authority or discretion delegated to you.

You shall at all times keep Northern promptly and fully informed (in writing if requested) of the business of Northern and of any information which may adversely affect Northern or its business.

5. Duties and Responsibilities

Duties and responsibilities of the position are as outlined in your meeting with the recruitment panel. You may be required to undertake other duties from time to time as Northern may reasonably require.

You shall devote the whole of your time unless prevented by ill-health or accident or otherwise directed by Northern (including during any period of suspension or exclusion as detailed under sections 17 and 19) to your duties under this Employment Agreement. You must serve Northern honestly and faithfully. You may not, without the prior written consent of your manager, be employed or otherwise engaged in any other business, trade or profession either directly or indirectly in any capacity whatsoever. You must also not engage in other business activity, whether paid or unpaid which may conflict with your duties as an employee of Northern.

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6. Associated Company

You acknowledge and agree that Northern may at times require you to work for any Associated Company and to carry out its duties or responsibilities for any Associated Company which include its subsidiaries, affiliates or its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

For the purposes of this Employment Agreement, an "Associated Company" is any company which for the time being is:

(a) a holding company of Northern; or

(b) a subsidiary of any such holding company or Northern; or

(c) a company over which Northern or any holding company has control.

By working for any Associated Company, and/or by carrying out duties or responsibilities as mentioned in the above paragraph, you do not become an employee, or agent, or contractor of such Associated Company, including its subsidiaries , affiliates, customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

Northern further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Northern or as part of any restructuring or amalgamation or such other plan implemented by Northern or by which Northern is bound, on such terms and conditions as applicable to such a plan.

7. Location

You shall work at Northern's offices based at **Pune** or such other place of business of Northern or any Associated Company as may be directed by management from time to time.

You may be required to work at any other location, as may be directed by Northern from time to time. In normal circumstances you will not be required to work outside of India, however, business requirements may necessitate short term visits outside of India.

8. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, governmental orders of India and rules governing the business or businesses in which Northern operates including, but not limited to, other jurisdictions where relevant laws may apply from time to time that relate to your employment by Northern.

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9. Salary

Your Annual Fixed Pay will be **₹ 265,198**, inclusive of all hours worked. A detailed breakdown of your Annual Fixed Pay is set out in **Annexure 1.**

Salary will be payable on a monthly basis, in arrears in 12 equal instalments. This will be credited to your account on or before the last working day of each month, subject to statutory deductions.

Your base salary will be reviewed by Northern in or about April each calendar year, or at any other time determined by Northern from time to time. Annual salary adjustments will normally be effective on 1 April each year, subject to the rules in this regard and at Northern's absolute discretion. In undertaking this review Northern may have regard to any matter in its absolute discretion. This review will not necessarily lead to an increase in your base salary. There will be no review of salary after notice has been given by either party to terminate your employment.

You consent to the deduction of any sums you owe to Northern at any time from your salary or from any payment due from Northern to you. You also agree to make any payment to Northern of any sums owed by you to Northern upon demand by Northern at any time.

10. Benefits

The benefits set out below are discretionary and may be varied or removed by Northern at any time without notice.

(a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;

(b) Northern offers Private Health Insurance for all employees and their dependents (as defined by the insurers) from the first day of employment;

(c) Personal Accident Insurance is provided for all Northern employees; and

(d) Group Term Life Insurance is provided for all Northern employees.

The above-mentioned insurance benefits are subject to: (i) acceptance by the insurers; (ii) the terms and conditions of the insurance policy (which may change from time to time); (iii) the premium being at a rate which Northern considers reasonable; and (iv) the agreements with the insurers. Benefits may be restricted both on an individual and/or aggregate basis. If an insurance provider refuses for any reason to provide insurance for you, Northern shall not be liable to provide you with any benefit of the same or similar kind or to pay any compensation in lieu of such benefit. Please refer to the Northern Trust India Employee Handbook for further information.

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11. Retirals

You will be eligible to participate in the Provident Fund and Gratuity Scheme, subject to the terms and conditions of the Fund and Scheme from time to time in force as prescribed under law. You will be provided with the details and terms and conditions at the time of your joining. Subject to applicable law, Northern reserves the right to terminate or substitute another fund and scheme.

12. Hours

Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Your initial login time will be **13:30 IST**. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered.

Work patterns vary and you may be required to work outside of these normal working hours should the needs of the business make it necessary. The position will, from time to time, require work on additional hours. You will be compensated for such hours worked according to Northern's overtime policy if you are an overtime eligible partner.

Where required by Northern, you must accurately record your start and finishing times, and also the hours which you work each day.

13. Leave

(a) Annual leave

Northern's holiday year runs from 1st January to 31st December. Your Annual Leave entitlement of 22 days must be taken during the appropriate holiday year.

You are entitled to payment in lieu of any accrued but unutilised annual leave and termination of employment. If you have exceeded your leave entitlement and leaving Northern, a deduction will be needed from your salary in consultation with you.

(b) Sick and casual leave

12 days of sick leave and casual leave (together) for sickness, accident or situations of emergency.

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(c) **Public / National Holidays**

Northern recognises 10 days of national and local Public holidays. Details are contained in the Northern Trust India Employee Handbook and as currently in place and amended by Northern from time to time.

Further details about holidays and leave entitlement are contained in the Northern Trust India Employee Handbook. Details of authorised leave other than leave entitlement will also be found in the Northern Trust India Employee Handbook.

14. Expenses

Northern will reimburse you for all reasonable business expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Northern may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

You agree that expenses drawn on Northern's credit card (which may be available for your use), which you have not accounted for in accordance with Northern's expense reporting policy within one month of the due date of the credit card company's invoice, may be set off by Northern against your net salary.

15. Travel

You may be required by Northern to travel from time to time in order to perform the duties of your position, without any additional remuneration.

16. Notice and Termination

Following the successful completion of your probationary period, the length of notice to terminate your employment which you are obliged to give to Northern, or Northern is obliged to give to you, will be **60** Days.

Northern reserves the right to make a payment of salary in lieu of notice. For the avoidance of doubt, a payment in lieu shall not include any element in respect of insured benefits (e.g. health, life and travel) or holiday entitlement which may otherwise have accrued during the period in respect of which the payment in lieu is made.

During any period of notice of termination, whether given by Northern or you, Northern shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent your contacting any member of Northern's staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not

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undertake work of any nature on behalf of or for the benefit of any third party and you remain obliged to comply with your confidentiality obligations.

If you have resigned from employment, Northern may, at its sole discretion waive all or part of the notice, or allow you to pay in lieu of the notice period (or any remaining part of the notice period). Any resignation would have to be accepted by Northern to become effective. However, in case any disciplinary proceedings are either contemplated or pending against you or if there are certain business exigencies, Northern will have the right not to accept your resignation. Once accepted, the resignation cannot be withdrawn without express consent of Northern.

Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you complete the age of 60 years as per the organization's record.

Nothing in this Employment Agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed.

If you are prevented, at any time, by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform Northern and supply it with such details as may be required, and if you are unable by reason of ill-health or accident or disability, for a period of 9 months or more to perform your duties hereunder, Northern may forthwith terminate your employment.

You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

Northern shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit an act of misconduct or are otherwise in serious breach of this Employment Agreement or your obligations as an employee or if you fail to maintain a valid right to work and reside in India. An indicative list of acts which constitute misconduct is set out below (and also in the Northern Trust India Employee Handbook):

(a) fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;

(b) dishonesty, embezzlement, larceny or misappropriation of Northern or client funds or property;

(c) possession, use, copying or reading of corporate records without appropriate authorization, or disclosure of confidential information concerning financial, business or work information concerning Northern or any Associated Company or if it's one of their clients;

(d) refusal to cooperate in any investigation deemed necessary by Northern;

(e) falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;;

(f) removal of, damage to, or misuse of Northern's or any person's property;

(g) improper or unauthorized use of funds property or services;

(h) workplace violence or the commission of, or threat to commit injury or damage against any person or his/her property; and

(i) illegal or unauthorized possession, selling, delivery or use of intoxicants, narcotics or controlled substances any time during employment or while on premises or on corporate business.

(j) Breach of any clauses of the Company's regulations/policies.

These are not intended to be exhaustive, and may be supplemented by area work rules in particular units. Northern also reserves the right to issue discipline up to and including dismissal for any other action which in its sole discretion it deems unacceptable. Disregard of Northern's performance or conduct standards may result in disciplinary action up to and including termination.

17. Obligations on Termination

On leaving employment you must return all property, documents and correspondence belonging to or relating to Northern, any Associated Company or its or their customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

Upon the termination of your employment, for whatever reason, you shall resign from all offices (if any) held by you in Northern and/or any Associated Company and in the event of failure to do so, Northern is hereby authorised to appoint a person in your name and on your behalf to execute all documents and to do all things requisite to that effect.

18. Suspension

If Northern suspects that you have been involved in any improper conduct or involved in any misconduct or other conduct which in the reasonable opinion of Northern may impact upon your ability to carry out your duties and responsibilities under this Employment Agreement or may cause damage to Northern's business or reputation, Northern may do the following for the purposes of conducting an investigation:

(a) suspend you from performing the duties and responsibilities of your position for a period determined by Northern;

(b) direct you not to attend the workplace, communicate with fellow employees, customers, suppliers or clients of Northern or any other persons involved in the conduct which is being investigated, or otherwise interfere with the conduct of the investigation; and

(c) appoint any person to conduct the investigation and direct you to provide any assistance and answer any questions required for the investigation.

During the period of suspension you will continue to receive the remuneration under this Employment Agreement.

Any suspension under this clause will not be treated as disciplinary action by Northern, but will be instituted solely for the purpose of conducting an investigation.

19. Disciplinary procedures

You are subject to the disciplinary rules and procedures set out in the Northern Trust India Employee Handbook. In cases of misconduct you may be dismissed without notice or pay in lieu of notice.

20. Grievance procedure

If you have a grievance or are dissatisfied with anything affecting your employment you have the right to raise the matter in accordance with the procedure set out in the Northern Trust India Employee Handbook.

21. Collective agreements

As per the date of this Employment Agreement, no collective agreements directly affect your terms and conditions of employment.

22. Northern Trust India Employee Handbook

The provisions of Northern Trust India Employee Handbook apply to your employment. The Northern Trust India Employee Handbook sets out additional terms of employment with which you are obliged to comply. These terms do not form a part of your Employment Agreement. For your information, Northern has a No Smoking Policy and smoking is not permitted anywhere on Northern's premises.

23. Compliance

Various Associated Companies for which you may be asked to work are subject to additional legal and regulatory requirements of other countries. In addition, all Northern Trust activities are subject to supervision by the Federal Reserve Bank of Chicago and where relevant, by the Reserve Bank of India. You are therefore required to conduct your business and outside

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activities in accordance with all applicable legal and regulatory requirements, as set out in relevant Corporation Policies, and other written guidance. Failure to do so may result in disciplinary action being taken by Northern. In particular, your attention is drawn to the regulatory requirements described below, which may be applicable to your activities:

(a) Personal Investment Transactions

Associated Companies' activities enable certain staff to have access to information concerning the purchase and sale of investments, which if misused, could involve a breach of the law, regulatory rules and have an adverse effect on clients. Therefore, you are required to adhere to Northern's rules concerning the authorization and notification of personal investment transactions.

(b) Anti - Money Laundering

You are required to complete Anti-Money Laundering training on a periodic basis. You will be advised of your training requirements at the commencement of your employment.

(c) Dealing Rules

You are required at all times to abide by all applicable laws, regulations or rules governing the business or businesses in which Northern operates

(d) Standards of Conduct

The Northern Trust Corporation Code of Business Conduct and Ethics (Code of Conduct) is a statement of basic principles to be followed by all employees. The Standards of Conduct Policy supplements and provides further detail to the Code of Conduct concerning business ethics and standards. You will be required to acknowledge the Standards of Conduct Policy and all policies listed therein on an annual basis.

They can be found under Partner Passport > About Northern Trust > Corporate Ethics. You should read these policies carefully and comply with the guidelines at all times.

Upon joining Northern you will be provided with a copy of all relevant Corporation Policies and will be asked to confirm your acknowledgment of all of the terms contained therein.

You do not become an employee, or agent, or contractor of any other Associated Companies just by performing services, and/or by carrying out duties or responsibilities for such companies. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

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24. Confidential information

You are obliged to comply with the terms of the Non-Solicitation and Confidentiality Agreement during and after the termination of your employment with Northern. A copy of the Non-Solicitation and Confidentiality Agreement is enclosed with this Employment Agreement and forms part of the terms and conditions of your employment. In accepting the enclosed Non-Solicitation and Confidentiality Agreement, you confirm and acknowledge that you have received the document, that you have read and understood it and that you agree to abide by its contents.

You shall not disclose to Northern, or use for its benefit, any proprietary or trade secret information to which you may have had access while employed elsewhere. You shall not bring to Northern's facilities any materials or documents belonging to any other person or company, including but not limited to customer lists.

25. Inventions

Any work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), designs or copyright work and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time, made by you during the course of your employment by Northern whether or not in the course of your duties and whether for Northern or any Associated Company ("Intellectual Property") shall be the exclusive property of Northern. All such Intellectual Property shall be regarded as having been created under a contract of service. In consideration of your employment with Northern, you hereby transfer and assign in favour of Northern, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Northern does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with Northern in perfecting Northern's rights in the Intellectual Property. You undertake at the expense of Northern to execute any formal and additional assignment required by Northern to vest or confirm the vesting in it or its nominee of all rights in any such Intellectual Property.

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The obligations set out in this section shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Northern and its business in a manner inadequately compensable in damages and that Northern may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

26. Communication

You shall keep Northern informed of your latest postal address at all times and inform Northern in writing of any change in address. Any communication sent to you by Northern on your last known address shall be deemed to be duly served notwithstanding the fact that you have changed your address if this change was not previously advised in writing to Northern.

27. Dual Employment

You are not and will not be subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern.

28. Amendments

Subject to applicable laws, Northern reserves the right to amend its terms and conditions of employment and policies from time to time. Such amendments will be confirmed to you in writing.

29. Acceptable Use

Northern may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable Code of Conduct or policy.

You shall have access to e-mail and the Internet, for the better performance of your duties. You agree to comply with Northern's policies regarding the use of Northern's computers, e-mail system, Internet services and other software programmes. You are aware that Northern has complete access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via Northern's data system.

Northern reserves the right to monitor all e-mails/Internet activity by you for the purposes of managing your employment and to ensure compliance with Northern's applicable policies and procedures.

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30. Employee's Representations and Warranties

This Employment Agreement and your employment with Northern are at all times conditional upon:

(a) your obtaining and retaining all necessary visas, work permits, licenses, registrations, or memberships to enable you to lawfully reside and work in India and fulfil the duties of your position;

(b) your being competent to properly carry out the duties of your position and that any representations as to the qualifications, skills, experience, industry knowledge, business influence, client contacts, and employment history made by you or a person on your behalf are true and correct; and

(c) your not being subject to any direct or indirect restrictions on your ability to fully perform the duties of your position and your not breaching any obligation to a third party by entering into this contract.

You acknowledge that in entering into this Employment Agreement, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this Employment Agreement.

31. Miscellaneous

This Employment Agreement, the Non-Solicitation and Confidentiality Agreement and the other documents referred to herein constitute the entire agreement relating to your employment and supersedes all (if any) prior offers, subsisting agreements and undertakings (written or oral), with respect to your employment by Northern which such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent. You warrant that you have not entered into this Employment Agreement in reliance on any warranty representation or undertaking of any nature whatsoever which is not contained in or specifically incorporated in this Employment Agreement.

The expiration or determination of this Employment Agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Employment Agreement by the other party.

No delay, failure or omission on the part of Northern to exercise any of its powers, rights or remedies under this Employment Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.If, at any time, any provision of this Employment Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not be impaired or affected.

32. Governing Law and Jurisdiction

This Employment Agreement is governed and construed in accordance with Indian laws. The courts at Pune shall have the exclusive jurisdiction over all disputes or claims between you and Northern under this Employment Agreement. Any dispute, controversy or claim arising out of or in connection with the Employment Agreement shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore. The language of arbitration will be English. If any provision of this Employment Agreement is held to be invalid or unenforceable, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Employment Agreement but without invalidating any of the remaining provisions of this Employment Agreement.

33. Third Party Rights

Other than an Associated Company, any person who is not a party to this Employment Agreement has no right to enforce any term of this Employment Agreement.

34. Personal Data Protection

Please note that any personal data, which have been provided by you to Northern, its agents (including Personnel Risk Management), recruitment agencies or other third parties, in connection with your application to Northern for employment, including any sensitive personal data and any subsequent personal data supplied by you, in connection with your employment with Northern, will be held on a confidential basis. Northern will process these personal data (and may disclose them) for the purposes of offering you employment with Northern and all other purposes for which Northern deems fit.

For the purposes set out above, Northern may also transmit personal data about you overseas to other countries. Northern will take all reasonable steps to ensure that your data will be treated with an acceptable level of confidentiality.

By accepting and acknowledging this Employment Agreement, you consent to personal data (and, in particular, sensitive personal data) relating to you being held, processed or disclosed for the purposes set out above. You also consent to the transfer overseas of any such personal data by Northern as set out above.

35 Acknowledgment and Acceptance

If the terms and conditions of this Employment Agreement are acceptable to you, please confirm your acceptance by acknowledging (both electronically and in writing, where requested) and returning the enclosed copies of this Employment Agreement, the Non-Solicitation and Confidentiality Agreement and completing (and signifying your agreement to, where required) all of the documents listed on the enclosed checklist as indicated to

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Northern Trust within seven days from the date of this Employment Agreement. If we do not receive this in the form mentioned above by the mentioned date, we will assume you do not wish to accept the terms and the offer will lapse and be void. Prior to this date, the offer is valid subject to your joining on or before the date mentioned on the Employment Agreement. If your agreed start date is not detailed in your Employment Agreement at this stage, you will be required to mention this on your first day of employment.

The terms of this offer are strictly confidential between you and Northern and any breach of this confidence will be viewed with utmost seriousness.

Northern Operating Services Private Limited

Note: This is a System Generated Document and does not require physical signature.

This document contains confidential information. If you are not the intended recipient, you are not authorized to use or disclose it in any form. If you have received this in error, please destroy it along with any copies and notify the sender immediately.

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NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

A. Confidential Information:

1. I agree and acknowledge: (a) that in the course of and as a consequence of my employment with the Company and because of the nature of my responsibilities I will have access to and will be entrusted with Confidential Information (as defined below) concerning the Company's business; (b) that I will occupy a position of trust and confidence with respect to such Confidential Information; (c) that the Company entrusts me with Confidential Information in reliance on a confidential relationship arising out of my employment with the Company and my execution of this Agreement; and (d) that such Confidential Information that I may acquire or to which I may have access is of great value to the Company.

2. I will not, during my employment or thereafter, remove or transfer physically, electronically or in any other way any Confidential Information (or any copy thereof) from premises or property owned, used or leased by the Company, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company. Upon any termination of my employment, all documents and electronic files containing Confidential Information (including all copies) and all Company property will be turned over immediately to my manager or other designee at the Company, and I shall retain no copies thereof.

3. I agree that, during the course of my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, for my own or another's benefit, use, make known or divulge any Confidential Information, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company.

B. Competitive Restrictions:

1. I agree that, during my employment with the Company, I will not directly or indirectly, nor will I assist anyone else to, engage in any activity that is competitive with the Company or any of its subsidiaries or affiliates.

2. I agree that, during my employment with the Company and for a period of six (6) months after I cease to be employed by the Company for any reason, I will not, directly or indirectly, except as authorized by the Company in the course of my duties for the Company: (a) provide, or directly assist in the provision of, any

Competitive Services or Products to any Client or Prospective Client (as defined below); (b) Solicit, or directly assist in the Solicitation of, any Client or Prospective Client; or (c) solicit, encourage, advise, induce or cause any Restricted Person (as defined below) to terminate his or her employment or engagement with the Company, nor provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any Restricted Person.

3. I acknowledge that my duties for the Company are not confined to any specific geographic area. Rather, my duties pertain to particular clients, and the identities and locations of these particular clients may change from time to time. I therefore agree that the restrictions in this Agreement attach to my conduct in any country where the Company has carried out business in which I have been materially involved or concerned and with respect to Clients and Prospective Clients wherever they may be located during the six (6) month period after I cease to be employed by the Company.

4. Nothing in this Agreement shall prohibit my Solicitation of or my providing Competitive Services or Products to any Client or Prospective Client with whom I can demonstrate that I had a business relationship prior to the start of my employment with the Company, provided that no Confidential Information is used, directly or indirectly, in connection with that Solicitation or provision of Competitive Services or Products.

5. If my employment with the Company lasts for less than six (6) months, the time period of the competitive restrictions provided for in this section shall be reduced to be equal to the number of months that I was employed by the Company.

6. Nothing in this Agreement is intended to prevent me from seeking or accepting employment with any other financial services institution, bank, trust company, brokerage firm, or other competing entity after the termination of my employment with the Company, so long as such employment does not violate the restrictions of this Section B.

C. Work Product:

1. Any work product, inventions, methods, processes, software, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work I performed for the Company, the business of the Company, or the Company's actual or demonstrably anticipated research or development (the "Work Product") shall be owned exclusively and perpetually by the Company. I agree to disclose promptly all Work Product to the Company. I

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hereby unconditionally and irrevocably transfer and assign to the Company all right, title and interest (including all patent, copyright, trade secret and any other intellectual property rights) that I currently have (or in the future may have) by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, "works made for hire" as defined in the U.S. Copyright Act, 17 U.S.C.A. §101 et seq. (or equivalent local legislation as applicable), I agree to waive all rights (including "moral rights") in all Work Product, and I further agree to and hereby assign to the Company all of my right, title and interest (including copyright) in the Work Product. Nothing in this Agreement shall be construed to grant the Company any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used, unless those materials relate to the Company's business (including the Company's actual or demonstrably anticipated research or development) or result from any work that I performed for the Company.

2. To the extent that any document or other filing can be prepared or filed in order to perfect, evidence or register any transfer as referenced in paragraph C.1 above, then I will, at the cost of the Company, sign and otherwise assist with any such document or filing (and any steps related thereto) as the Company considers desirable.

D. Definitions: For purposes of this Agreement:

1. "Company" means The Northern Trust Company, its successors, and any and all subsidiaries or other affiliates (or any of their successors) as to which I perform services, or have access to Confidential Information, during my employment. For purposes of this Agreement, the term "affiliate" means any entity that owns or controls, is owned or controlled by, or that is owned or under common control with The Northern Trust Company.

2. "Competitive Service or Product" means any service or product that satisfies both of the following criteria: (a) is the same or substantially similar to or competitive with any service or product that the Company provided to its clients during my employment by the Company, and (b) is one as to which I had material involvement or access to Confidential Information at any time during the period of twelve (12) months prior to the termination of my employment with the Company.

3. "Client" means any person or entity to which the Company provided Competitive Services or Products, and with which I had contact or about which I had access to Confidential Information, during the last twenty-four (24) months of my

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employment. "Prospective Client" means any person or entity to which the Company provided, or from which the Company received, a proposal, bid, or written inquiry (general advertising or promotional materials and mass mailings excepted) for the Company to provide Competitive Services or Products and with which I had contact, or about which I had access to Confidential Information, and with whom the Company has been engaged in negotiations, during the last twelve (12) months of my employment. "Client" shall not include any person or entity that acted only as a referral source for the Company during the last twelve (12) months of my employment.

4. "Solicit" and "Solicitation" (with respect to Clients or Prospective Clients) mean directly or indirectly, and without the Company's written authorization, to invite, encourage, request, or induce (or to assist another to invite, encourage, request or induce) any Client or Prospective Client to: (a) surrender, redeem or terminate a product, service or relationship with the Company; (b) obtain any Competitive Service or Product from me or any third party; or (c) transfer a product, service or relationship from the Company to me or any third party.

5. "Confidential Information" means all information regarding the clients of the Company, or regarding the current or planned business of the Company, which has not been made generally known to the public by authorized representatives of the Company, whether created or supplied to me by the Company or compiled by me in the course of my duties for the Company, including but not limited to: (a) client information, such as client lists (in any form) and other non-public personal, business, financial, or other information regarding the clients or prospective clients of the Company, such as the identities of clients and prospective clients (including names, addresses, phone numbers, email addresses, and social security numbers or other government-issued identification numbers), information regarding clients' accounts, their borrowings, their financial needs, their current or proposed transactions, their investment preferences and/or history, contract terms, client files, all internal analyses of clients and/or their accounts or investments, and all other information regarding clients that the client or applicable law designates as private or confidential; (b) financial information, such as financial plans, reports, and forecasts; earnings figures; and profitability information; (c) corporate strategies, and business, marketing and/or strategic plans; (d) business procedures and methods, computer data, software, and systems designs of the Company; (e) all personnel files and information and any lists of employees, vendors, or independent contractors of the Company; and (f) all information for which the Company has a legal or contractual obligation to treat as confidential. Confidential Information does not include information which has become available to the public generally (otherwise than as a result of any breach by me of any obligation owed by me to the Company).

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6. "Restricted Person" means any person of Officer level or above who provided services to the Company (whether as an employee, agent, independent contractor, or otherwise) within the last six (6) months of my employment with the Company, and with whom I had material business-related contact, about whom I had access to confidential personnel information, or for whom I had direct or indirect supervisory responsibility, during my employment with the Company.

E. Notice and Other Agreements:

1. If for any reason I decide to leave the Company, I agree that I will provide written notice of my intention to leave as provided in my contract of employment with the Company or (if no such notice period exists) of ten (10) business days (two (2) weeks), setting out the date I want to leave, and (as soon as I know it) the name of my next employer, with a description of what my expected position will be. I agree that the Company may contact my new employer regarding my obligations under this Agreement.

2. I recognize that the restrictions set forth in this Agreement are reasonable in scope, including as to time, geography, and the nature of the activities they prohibit, and that they are no more extensive than is necessary in order to protect the legitimate interests of the Company. I further recognize that the Company will suffer immediate and irreparable harm as the result of any breach of such restrictions and that monetary damages will not be adequate to compensate the Company for such breach. I understand that the Company may seek injunctive relief, in addition to monetary damages, to enforce those restrictions. I acknowledge that the period of the restrictions in this Agreement shall be reduced by any period of garden leave exclusion to which I may be subject under my contract of employment with the Company.

3. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall be limited, modified and construed in accordance with applicable law as it then shall appear, and if such modification does not or cannot occur, then the provision in question shall be severed, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be enforceable and binding upon the parties.

4. I understand and acknowledge that if I transfer positions or locations between or among Northern Trust Corporation subsidiaries or affiliates, I may be required to sign another, substantially similar Non-Solicitation and Confidentiality Agreement. I agree that the Company may assign this Agreement, and I hereby consent to such assignment and to the enforcement of this Agreement by the Company's successors and assigns. This Agreement and the rights and obligations of the Company and I hereto shall bind and inure to the benefit of any successor or

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successors of the Company, but neither this Agreement nor any rights or benefits hereunder may be assigned by me.

5. This Agreement is intended to supersede the provisions of any employment agreement or other agreement that I may have previously entered into with the Company regarding the subject matters described in this Agreement, but this Agreement will not supersede the terms and conditions of any agreement pertaining to any equity award that I may previously have received.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

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Karnataka, India.
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CIN – U72300KA2005PTC048089

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Maharashtra, India.
Main - +91(20) 48538200

NORTHERN TRUST

19-July-2021
Nandani Sharma
nandani3sharma00@gmail.com
1/1507, Sharda Nagar
Saharanpur
Uttar Pradesh : 247001

Dear Nandani,

We are delighted to offer you employment with Northern Operating Services Private Limited (referred as Northern hereafter) as **Analyst** in our **Global Reconciliations** Department within the **Global Services**. Your official title at Northern will be **Non Officer**.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Northern Operating Services Private Limited, Tower A, 13th to 16th Floor,EON Free Zone- II, EON Kharadi Infrastructure Pvt. Ltd. – SEZ, Pune – 411 014 ("Northern") and Nandani Sharma of 1/1507, Sharda Nagar, Saharanpur, Uttar Pradesh : 247001.

Any reference to "this agreement" throughout is reference to the terms and conditions of your employment as set out in this Statement.

1. Conditions

Your employment is conditional on:

(a) your agreement to and acceptance of this Employment Agreement;

(b) you providing Northern with a valid Aadhaar number

(c) your agreement to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement;

(d) should Northern request it, a medical assessment and report satisfactory to Northern;

(e) the completion of background screening checks, including criminal records checks, (both prior to the commencement of your employment and on a recurring basis during employment) and receipt of written references to the satisfaction of Northern;

(f) you providing Northern with satisfactory proof of any relevant qualifications, as may be requested by Northern;

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(g) your agreement to and achieving and maintaining a suitable standard for compliance purposes (see below), including agreeing to comply with all applicable policies, procedures and guidance, and completion of mandatory training in appropriate timescales. Your role is subject to the achievement and maintenance of an appropriate level of competence, as required by your current role at any point in time;

(h) you being free to take up and carry out the role offered to you and you not being in breach of or breaching any express or implied terms of any contract, court order or of any other obligation legally binding upon you by virtue of accepting this Employment Agreement;

(i) you having declared any action taken against you by a regulatory or professional body;

(j) you having lawful authority to work in India and producing satisfactory evidence to this effect. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commence);

(k) you not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern; and

(l) you providing to Northern copies of all restrictive covenants, including but not limited to non-competition agreements, confidentiality agreements, non-solicitation agreements, non-hire agreements, and other restrictive contracts you may have entered into with former employers.

During your employment, Northern may conduct periodic background checks (including criminal records checks). It is a condition of your employment that you consent to provide the personal information required to conduct such checks when requested to do so. By accepting this Employment Agreement, you understand and agree that failure or refusal to consent and/or provide the required personal information will constitute a serious breach of this Employment Agreement which will be cause for initiating disciplinary action, including but not limited to termination of employment.

All of the above must be to the satisfaction of Northern. This appointment is on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience and criminal records. In the event it is discovered, at any stage, that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld / suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated. In addition, if the conditions stated above are not fulfilled to the satisfaction of Northern, then your appointment will be deemed void and your services with Northern terminated.

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This appointment is on the confirmation from you that you can perform the duties of the position for which you are being hired without violating any obligations that you might have to any other person or company.

2. Commencement Date

You, Nandani Sharma, are employed by Northern as Analyst in our Global Reconciliations Department with effect from **02-August-2021**. You are requested to bring with you, when you first report for work, either a valid passport and employment visa (where relevant) or other valid evidence of the right to work in India. If this is problematic, please contact the Human Resources Department to discuss.

On your first day of employment with Northern you should report to Reception at **8.30 a.m.** at:

Pune

Tower A, 13th to 16th Floor,
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Survey No.72/2/1, Kharadi, Pune,
Maharashtra, India – 411 014.

Landmarks which will help guide you to this location are:

-Next to Gera Emerald City (South)
-Behind EON Free Zone 1

3. Probation

The first six months of your employment will be probationary. Northern reserves the right to extend this period, if appropriate, in all the circumstances. Your probationary period with Northern will be considered to have been successfully completed after six months or you will be advised in writing, if Northern decides to extend your probationary period. During your probationary period, either the company or you may terminate this agreement by giving in writing to the other party, seven days' notice, and the same notice requirement would apply to you should you resign during the probationary period. Upon successful completion of probation, you are obliged to give to Northern, or Northern is obliged to give you, notice of **60** days prior to termination of your employment. In either case, Northern reserves the right to pay you in lieu of notice.

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4. Job Title

You are employed as **Analyst** in our **Global Reconciliations** Department. You have been informed about your reporting line Manager by the hiring panel. Northern reserves the right to amend your reporting line to any person so appointed to act with such authority.

You shall faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by Northern together with such person or persons as Northern may appoint to act jointly with you. You shall serve Northern in this capacity to the best of your ability or in such other capacity as Northern may from time to time determine.

You and Northern agree that the nature of Northern's business demands flexibility and that reallocation of duties, power and other responsibilities from time to time is a natural part of – and a precondition for – the employment relationship between you and Northern. This may involve a change in your job title and reporting relationship.

You shall perform such duties, discharge such responsibilities and exercise such powers, authorities and discretions in relation to Northern as from time to time may be delegated to you on such terms and conditions and subject to such restrictions as may from time to time apply. Northern may at any time require you to cease performing or exercising any particular power, authority or discretion delegated to you.

You shall at all times keep Northern promptly and fully informed (in writing if requested) of the business of Northern and of any information which may adversely affect Northern or its business.

5. Duties and Responsibilities

Duties and responsibilities of the position are as outlined in your meeting with the recruitment panel. You may be required to undertake other duties from time to time as Northern may reasonably require.

You shall devote the whole of your time unless prevented by ill-health or accident or otherwise directed by Northern (including during any period of suspension or exclusion as detailed under sections 17 and 19) to your duties under this Employment Agreement. You must serve Northern honestly and faithfully. You may not, without the prior written consent of your manager, be employed or otherwise engaged in any other business, trade or profession either directly or indirectly in any capacity whatsoever. You must also not engage in other business activity, whether paid or unpaid which may conflict with your duties as an employee of Northern.

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6. Associated Company

You acknowledge and agree that Northern may at times require you to work for any Associated Company and to carry out its duties or responsibilities for any Associated Company which include its subsidiaries, affiliates or its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

For the purposes of this Employment Agreement, an "Associated Company" is any company which for the time being is:

(a) a holding company of Northern; or

(b) a subsidiary of any such holding company or Northern; or

(c) a company over which Northern or any holding company has control.

By working for any Associated Company, and/or by carrying out duties or responsibilities as mentioned in the above paragraph, you do not become an employee, or agent, or contractor of such Associated Company, including its subsidiaries , affiliates, customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

Northern further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Northern or as part of any restructuring or amalgamation or such other plan implemented by Northern or by which Northern is bound, on such terms and conditions as applicable to such a plan.

7. Location

You shall work at Northern's offices based at **Pune** or such other place of business of Northern or any Associated Company as may be directed by management from time to time.

You may be required to work at any other location, as may be directed by Northern from time to time. In normal circumstances you will not be required to work outside of India, however, business requirements may necessitate short term visits outside of India.

8. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, governmental orders of India and rules governing the business or businesses in which Northern operates including, but not limited to, other jurisdictions where relevant laws may apply from time to time that relate to your employment by Northern.

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9. Salary

Your Annual Fixed Pay will be **₹ 265,198**, inclusive of all hours worked. A detailed breakdown of your Annual Fixed Pay is set out in **Annexure 1.**

Salary will be payable on a monthly basis, in arrears in 12 equal instalments. This will be credited to your account on or before the last working day of each month, subject to statutory deductions.

Your base salary will be reviewed by Northern in or about April each calendar year, or at any other time determined by Northern from time to time. Annual salary adjustments will normally be effective on 1 April each year, subject to the rules in this regard and at Northern's absolute discretion. In undertaking this review Northern may have regard to any matter in its absolute discretion. This review will not necessarily lead to an increase in your base salary. There will be no review of salary after notice has been given by either party to terminate your employment.

You consent to the deduction of any sums you owe to Northern at any time from your salary or from any payment due from Northern to you. You also agree to make any payment to Northern of any sums owed by you to Northern upon demand by Northern at any time.

10. Benefits

The benefits set out below are discretionary and may be varied or removed by Northern at any time without notice.

(a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;

(b) Northern offers Private Health Insurance for all employees and their dependents (as defined by the insurers) from the first day of employment;

(c) Personal Accident Insurance is provided for all Northern employees; and

(d) Group Term Life Insurance is provided for all Northern employees.

The above-mentioned insurance benefits are subject to: (i) acceptance by the insurers; (ii) the terms and conditions of the insurance policy (which may change from time to time); (iii) the premium being at a rate which Northern considers reasonable; and (iv) the agreements with the insurers. Benefits may be restricted both on an individual and/or aggregate basis. If an insurance provider refuses for any reason to provide insurance for you, Northern shall not be liable to provide you with any benefit of the same or similar kind or to pay any compensation in lieu of such benefit. Please refer to the Northern Trust India Employee Handbook for further information.

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11. Retirals

You will be eligible to participate in the Provident Fund and Gratuity Scheme, subject to the terms and conditions of the Fund and Scheme from time to time in force as prescribed under law. You will be provided with the details and terms and conditions at the time of your joining. Subject to applicable law, Northern reserves the right to terminate or substitute another fund and scheme.

12. Hours

Your actual working hours will be advised by your manager and will not ordinarily exceed 40 hours a week. Your initial login time will be **14:30 IST**. Please note that your login time may vary according to business needs, including modifications during daylight savings time. The 40-hour work week does not include an additional one-hour lunch break to which employees are entitled each workday. You may be required to work a shift pattern 5 days a week. In working a shift pattern you may also be required to work a night shift. Your hours of work may be subject to variation, depending on the schedule operated by your department which you will be notified of, from time to time, in writing. Subject to the shift pattern you work, you may be eligible for a shift allowance which you will be notified about as well. You should note that your entitlement to paid holiday and shift allowance may increase or decrease in the event that your pattern of work is altered.

Work patterns vary and you may be required to work outside of these normal working hours should the needs of the business make it necessary. The position will, from time to time, require work on additional hours. You will be compensated for such hours worked according to Northern's overtime policy if you are an overtime eligible partner.

Where required by Northern, you must accurately record your start and finishing times, and also the hours which you work each day.

13. Leave

(a) Annual leave

Northern's holiday year runs from 1st January to 31st December. Your Annual Leave entitlement of 22 days must be taken during the appropriate holiday year.

You are entitled to payment in lieu of any accrued but unutilised annual leave and termination of employment. If you have exceeded your leave entitlement and leaving Northern, a deduction will be needed from your salary in consultation with you.

(b) Sick and casual leave

12 days of sick leave and casual leave (together) for sickness, accident or situations of emergency.

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(c) **Public / National Holidays**

Northern recognises 10 days of national and local Public holidays. Details are contained in the Northern Trust India Employee Handbook and as currently in place and amended by Northern from time to time.

Further details about holidays and leave entitlement are contained in the Northern Trust India Employee Handbook. Details of authorised leave other than leave entitlement will also be found in the Northern Trust India Employee Handbook.

14. Expenses

Northern will reimburse you for all reasonable business expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Northern may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

You agree that expenses drawn on Northern's credit card (which may be available for your use), which you have not accounted for in accordance with Northern's expense reporting policy within one month of the due date of the credit card company's invoice, may be set off by Northern against your net salary.

15. Travel

You may be required by Northern to travel from time to time in order to perform the duties of your position, without any additional remuneration.

16. Notice and Termination

Following the successful completion of your probationary period, the length of notice to terminate your employment which you are obliged to give to Northern, or Northern is obliged to give to you, will be **60** Days.

Northern reserves the right to make a payment of salary in lieu of notice. For the avoidance of doubt, a payment in lieu shall not include any element in respect of insured benefits (e.g. health, life and travel) or holiday entitlement which may otherwise have accrued during the period in respect of which the payment in lieu is made.

During any period of notice of termination, whether given by Northern or you, Northern shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent your contacting any member of Northern's staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not

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undertake work of any nature on behalf of or for the benefit of any third party and you remain obliged to comply with your confidentiality obligations.

If you have resigned from employment, Northern may, at its sole discretion waive all or part of the notice, or allow you to pay in lieu of the notice period (or any remaining part of the notice period). Any resignation would have to be accepted by Northern to become effective. However, in case any disciplinary proceedings are either contemplated or pending against you or if there are certain business exigencies, Northern will have the right not to accept your resignation. Once accepted, the resignation cannot be withdrawn without express consent of Northern.

Subject to earlier termination of this engagement, you shall retire on the last day of the month in which you complete the age of 60 years as per the organization's record.

Nothing in this Employment Agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed.

If you are prevented, at any time, by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform Northern and supply it with such details as may be required, and if you are unable by reason of ill-health or accident or disability, for a period of 9 months or more to perform your duties hereunder, Northern may forthwith terminate your employment.

You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

Northern shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit an act of misconduct or are otherwise in serious breach of this Employment Agreement or your obligations as an employee or if you fail to maintain a valid right to work and reside in India. An indicative list of acts which constitute misconduct is set out below (and also in the Northern Trust India Employee Handbook):

(a) fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;

(b) dishonesty, embezzlement, larceny or misappropriation of Northern or client funds or property;

(c) possession, use, copying or reading of corporate records without appropriate authorization, or disclosure of confidential information concerning financial, business or work information concerning Northern or any Associated Company or if it's one of their clients;

(d) refusal to cooperate in any investigation deemed necessary by Northern;

(e) falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;;

(f) removal of, damage to, or misuse of Northern's or any person's property;

(g) improper or unauthorized use of funds property or services;

(h) workplace violence or the commission of, or threat to commit injury or damage against any person or his/her property; and

(i) illegal or unauthorized possession, selling, delivery or use of intoxicants, narcotics or controlled substances any time during employment or while on premises or on corporate business.

(j) Breach of any clauses of the Company's regulations/policies.

These are not intended to be exhaustive, and may be supplemented by area work rules in particular units. Northern also reserves the right to issue discipline up to and including dismissal for any other action which in its sole discretion it deems unacceptable. Disregard of Northern's performance or conduct standards may result in disciplinary action up to and including termination.

17. Obligations on Termination

On leaving employment you must return all property, documents and correspondence belonging to or relating to Northern, any Associated Company or its or their customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern.

Upon the termination of your employment, for whatever reason, you shall resign from all offices (if any) held by you in Northern and/or any Associated Company and in the event of failure to do so, Northern is hereby authorised to appoint a person in your name and on your behalf to execute all documents and to do all things requisite to that effect.

18. Suspension

If Northern suspects that you have been involved in any improper conduct or involved in any misconduct or other conduct which in the reasonable opinion of Northern may impact upon your ability to carry out your duties and responsibilities under this Employment Agreement or may cause damage to Northern's business or reputation, Northern may do the following for the purposes of conducting an investigation:

(a) suspend you from performing the duties and responsibilities of your position for a period determined by Northern;

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(b) direct you not to attend the workplace, communicate with fellow employees, customers, suppliers or clients of Northern or any other persons involved in the conduct which is being investigated, or otherwise interfere with the conduct of the investigation; and

(c) appoint any person to conduct the investigation and direct you to provide any assistance and answer any questions required for the investigation.

During the period of suspension you will continue to receive the remuneration under this Employment Agreement.

Any suspension under this clause will not be treated as disciplinary action by Northern, but will be instituted solely for the purpose of conducting an investigation.

19. Disciplinary procedures

You are subject to the disciplinary rules and procedures set out in the Northern Trust India Employee Handbook. In cases of misconduct you may be dismissed without notice or pay in lieu of notice.

20. Grievance procedure

If you have a grievance or are dissatisfied with anything affecting your employment you have the right to raise the matter in accordance with the procedure set out in the Northern Trust India Employee Handbook.

21. Collective agreements

As per the date of this Employment Agreement, no collective agreements directly affect your terms and conditions of employment.

22. Northern Trust India Employee Handbook

The provisions of Northern Trust India Employee Handbook apply to your employment. The Northern Trust India Employee Handbook sets out additional terms of employment with which you are obliged to comply. These terms do not form a part of your Employment Agreement. For your information, Northern has a No Smoking Policy and smoking is not permitted anywhere on Northern's premises.

23. Compliance

Various Associated Companies for which you may be asked to work are subject to additional legal and regulatory requirements of other countries. In addition, all Northern Trust activities are subject to supervision by the Federal Reserve Bank of Chicago and where relevant, by the Reserve Bank of India. You are therefore required to conduct your business and outside

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activities in accordance with all applicable legal and regulatory requirements, as set out in relevant Corporation Policies, and other written guidance. Failure to do so may result in disciplinary action being taken by Northern. In particular, your attention is drawn to the regulatory requirements described below, which may be applicable to your activities:

(a) Personal Investment Transactions

Associated Companies' activities enable certain staff to have access to information concerning the purchase and sale of investments, which if misused, could involve a breach of the law, regulatory rules and have an adverse effect on clients. Therefore, you are required to adhere to Northern's rules concerning the authorization and notification of personal investment transactions.

(b) Anti - Money Laundering

You are required to complete Anti-Money Laundering training on a periodic basis. You will be advised of your training requirements at the commencement of your employment.

(c) Dealing Rules

You are required at all times to abide by all applicable laws, regulations or rules governing the business or businesses in which Northern operates

(d) Standards of Conduct

The Northern Trust Corporation Code of Business Conduct and Ethics (Code of Conduct) is a statement of basic principles to be followed by all employees. The Standards of Conduct Policy supplements and provides further detail to the Code of Conduct concerning business ethics and standards. You will be required to acknowledge the Standards of Conduct Policy and all policies listed therein on an annual basis.

They can be found under Partner Passport > About Northern Trust > Corporate Ethics. You should read these policies carefully and comply with the guidelines at all times.

Upon joining Northern you will be provided with a copy of all relevant Corporation Policies and will be asked to confirm your acknowledgment of all of the terms contained therein.

You do not become an employee, or agent, or contractor of any other Associated Companies just by performing services, and/or by carrying out duties or responsibilities for such companies. For all purposes, you shall remain an employee of Northern and shall share an employer-employee relationship with Northern.

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24. Confidential information

You are obliged to comply with the terms of the Non-Solicitation and Confidentiality Agreement during and after the termination of your employment with Northern. A copy of the Non-Solicitation and Confidentiality Agreement is enclosed with this Employment Agreement and forms part of the terms and conditions of your employment. In accepting the enclosed Non-Solicitation and Confidentiality Agreement, you confirm and acknowledge that you have received the document, that you have read and understood it and that you agree to abide by its contents.

You shall not disclose to Northern, or use for its benefit, any proprietary or trade secret information to which you may have had access while employed elsewhere. You shall not bring to Northern's facilities any materials or documents belonging to any other person or company, including but not limited to customer lists.

25. Inventions

Any work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), designs or copyright work and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time, made by you during the course of your employment by Northern whether or not in the course of your duties and whether for Northern or any Associated Company ("Intellectual Property") shall be the exclusive property of Northern. All such Intellectual Property shall be regarded as having been created under a contract of service. In consideration of your employment with Northern, you hereby transfer and assign in favour of Northern, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Northern does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with Northern in perfecting Northern's rights in the Intellectual Property. You undertake at the expense of Northern to execute any formal and additional assignment required by Northern to vest or confirm the vesting in it or its nominee of all rights in any such Intellectual Property.

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The obligations set out in this section shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Northern and its business in a manner inadequately compensable in damages and that Northern may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

26. Communication

You shall keep Northern informed of your latest postal address at all times and inform Northern in writing of any change in address. Any communication sent to you by Northern on your last known address shall be deemed to be duly served notwithstanding the fact that you have changed your address if this change was not previously advised in writing to Northern.

27. Dual Employment

You are not and will not be subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to financial services, such as with Northern.

28. Amendments

Subject to applicable laws, Northern reserves the right to amend its terms and conditions of employment and policies from time to time. Such amendments will be confirmed to you in writing.

29. Acceptable Use

Northern may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable Code of Conduct or policy.

You shall have access to e-mail and the Internet, for the better performance of your duties. You agree to comply with Northern's policies regarding the use of Northern's computers, e-mail system, Internet services and other software programmes. You are aware that Northern has complete access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via Northern's data system.

Northern reserves the right to monitor all e-mails/Internet activity by you for the purposes of managing your employment and to ensure compliance with Northern's applicable policies and procedures.

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30. Employee's Representations and Warranties

This Employment Agreement and your employment with Northern are at all times conditional upon:

(a) your obtaining and retaining all necessary visas, work permits, licenses, registrations, or memberships to enable you to lawfully reside and work in India and fulfil the duties of your position;

(b) your being competent to properly carry out the duties of your position and that any representations as to the qualifications, skills, experience, industry knowledge, business influence, client contacts, and employment history made by you or a person on your behalf are true and correct; and

(c) your not being subject to any direct or indirect restrictions on your ability to fully perform the duties of your position and your not breaching any obligation to a third party by entering into this contract.

You acknowledge that in entering into this Employment Agreement, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this Employment Agreement.

31. Miscellaneous

This Employment Agreement, the Non-Solicitation and Confidentiality Agreement and the other documents referred to herein constitute the entire agreement relating to your employment and supersedes all (if any) prior offers, subsisting agreements and undertakings (written or oral), with respect to your employment by Northern which such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent. You warrant that you have not entered into this Employment Agreement in reliance on any warranty representation or undertaking of any nature whatsoever which is not contained in or specifically incorporated in this Employment Agreement.

The expiration or determination of this Employment Agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Employment Agreement by the other party.

No delay, failure or omission on the part of Northern to exercise any of its powers, rights or remedies under this Employment Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.If, at any time, any provision of this Employment Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not be impaired or affected.

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32. Governing Law and Jurisdiction

This Employment Agreement is governed and construed in accordance with Indian laws. The courts at Pune shall have the exclusive jurisdiction over all disputes or claims between you and Northern under this Employment Agreement. Any dispute, controversy or claim arising out of or in connection with the Employment Agreement shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore. The language of arbitration will be English. If any provision of this Employment Agreement is held to be invalid or unenforceable, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Employment Agreement but without invalidating any of the remaining provisions of this Employment Agreement.

33. Third Party Rights

Other than an Associated Company, any person who is not a party to this Employment Agreement has no right to enforce any term of this Employment Agreement.

34. Personal Data Protection

Please note that any personal data, which have been provided by you to Northern, its agents (including Personnel Risk Management), recruitment agencies or other third parties, in connection with your application to Northern for employment, including any sensitive personal data and any subsequent personal data supplied by you, in connection with your employment with Northern, will be held on a confidential basis. Northern will process these personal data (and may disclose them) for the purposes of offering you employment with Northern and all other purposes for which Northern deems fit.

For the purposes set out above, Northern may also transmit personal data about you overseas to other countries. Northern will take all reasonable steps to ensure that your data will be treated with an acceptable level of confidentiality.

By accepting and acknowledging this Employment Agreement, you consent to personal data (and, in particular, sensitive personal data) relating to you being held, processed or disclosed for the purposes set out above. You also consent to the transfer overseas of any such personal data by Northern as set out above.

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35 Acknowledgment and Acceptance

If the terms and conditions of this Employment Agreement are acceptable to you, please confirm your acceptance by acknowledging (both electronically and in writing, where requested) and returning the enclosed copies of this Employment Agreement, the Non-Solicitation and Confidentiality Agreement and completing (and signifying your agreement to, where required) all of the documents listed on the enclosed checklist as indicated to Northern Trust within seven days from the date of this Employment Agreement. If we do not receive this in the form mentioned above by the mentioned date, we will assume you do not wish to accept the terms and the offer will lapse and be void. Prior to this date, the offer is valid subject to your joining on or before the date mentioned on the Employment Agreement. If your agreed start date is not detailed in your Employment Agreement at this stage, you will be required to mention this on your first day of employment.

The terms of this offer are strictly confidential between you and Northern and any breach of this confidence will be viewed with utmost seriousness.

Northern Operating Services Private Limited

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Annexure 1

Salary Annexure

Salary Component	**Amount**
Basic	₹ 95,600
House Rent Allowance	₹ 38,240
Flexible Cash Component	₹ 95,160
Statutory Bonus	₹ 10,000
Total Fixed Pay (TFP)	₹ 239,000
Short Term Incentive* (subject to the terms of Northern' s Partners Incentive Plan)	0 – 10 %
Retirals	
Employer's contribution to PF	₹ 21,600
Gratuity	₹ 4,598
Sub Total	₹ 26,198
Annual Fixed Pay (TFP + Retirals)	**₹ 265,198**
Monthly Gross	**₹ 19,917**

Additional Benefits:

(a) Northern provides transport to all its employees working in shifts or a transportation allowance under the Transport Opt Out Scheme;
(b) Private Health Insurance is provided to the employee and his/her dependants (as defined by the insurers);
(c) Life and Accident cover is provided for the employee only.

Note:

(a) Flexible cash component can be further used for claiming tax exemptions on LTA subject to limits.
(b) Shift allowance where applicable is paid as per prevalent policy.
(c) In the event of your joining Northern on or before 30th September, your Total Fixed Pay will be reviewed in the Annual Review Cycle in the first quarter of the following year. The revision, if any will be pro-rated depending on your date of joining. The annual performance appraisal cycle is from January to December.
(d) Employee State Insurance (ESI) is a statutory contribution towards government health insurance in addition to Northern provided Insurance (for eligible employees only).
(e) You will be eligible to participate in the Northern Partners Incentive Plan, in accordance with the terms and conditions governing the plan. Incentive payments under this plan are fully discretionary and subject to Corporate, Business Unit and individual performance, or any other factors that Northern Trust determines

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appropriate. Such payments are made annually and apply to the full Plan Year from January to December. Incentive payments are normally paid along with the February payroll of the following year, provided you have not submitted a notice of resignation prior to January of the payment year. The Short Term Incentive shall not accrue in proportion to service or form part of your salary for the purpose of retirement benefits or any termination benefits. For the avoidance of doubt, Northern is entitled to award you no incentive in the form of Short Term Incentive. Except as required under the Payment of Bonus Act, 1965 (where applicable), any incentive payment to you shall be purely discretionary and shall not form part of your contractual remuneration under this Employment Agreement. If Northern makes an incentive payment to you one year, it shall not be obliged to make any subsequent incentive payments in any other year. To be eligible to receive any incentive payment, you must be employed by Northern and not under notice, either given or received, at the date of the incentive payment.

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NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

A. Confidential Information:

1. I agree and acknowledge: (a) that in the course of and as a consequence of my employment with the Company and because of the nature of my responsibilities I will have access to and will be entrusted with Confidential Information (as defined below) concerning the Company's business; (b) that I will occupy a position of trust and confidence with respect to such Confidential Information; (c) that the Company entrusts me with Confidential Information in reliance on a confidential relationship arising out of my employment with the Company and my execution of this Agreement; and (d) that such Confidential Information that I may acquire or to which I may have access is of great value to the Company.

2. I will not, during my employment or thereafter, remove or transfer physically, electronically or in any other way any Confidential Information (or any copy thereof) from premises or property owned, used or leased by the Company, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company. Upon any termination of my employment, all documents and electronic files containing Confidential Information (including all copies) and all Company property will be turned over immediately to my manager or other designee at the Company, and I shall retain no copies thereof.

3. I agree that, during the course of my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, for my own or another's benefit, use, make known or divulge any Confidential Information, except: (a) as is required in the course of my duties for the Company and as is necessary for me to perform my duties; or (b) if I have received advance written consent from an authorized Executive Vice President of the Company.

B. Competitive Restrictions:

1. I agree that, during my employment with the Company, I will not directly or indirectly, nor will I assist anyone else to, engage in any activity that is competitive with the Company or any of its subsidiaries or affiliates.

2. I agree that, during my employment with the Company and for a period of six (6) months after I cease to be employed by the Company for any reason, I will not, directly or indirectly, except as authorized by the Company in the course of my duties for the Company: (a) provide, or directly assist in the provision of, any

Competitive Services or Products to any Client or Prospective Client (as defined below); (b) Solicit, or directly assist in the Solicitation of, any Client or Prospective Client; or (c) solicit, encourage, advise, induce or cause any Restricted Person (as defined below) to terminate his or her employment or engagement with the Company, nor provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any Restricted Person.

3. I acknowledge that my duties for the Company are not confined to any specific geographic area. Rather, my duties pertain to particular clients, and the identities and locations of these particular clients may change from time to time. I therefore agree that the restrictions in this Agreement attach to my conduct in any country where the Company has carried out business in which I have been materially involved or concerned and with respect to Clients and Prospective Clients wherever they may be located during the six (6) month period after I cease to be employed by the Company.

4. Nothing in this Agreement shall prohibit my Solicitation of or my providing Competitive Services or Products to any Client or Prospective Client with whom I can demonstrate that I had a business relationship prior to the start of my employment with the Company, provided that no Confidential Information is used, directly or indirectly, in connection with that Solicitation or provision of Competitive Services or Products.

5. If my employment with the Company lasts for less than six (6) months, the time period of the competitive restrictions provided for in this section shall be reduced to be equal to the number of months that I was employed by the Company.

6. Nothing in this Agreement is intended to prevent me from seeking or accepting employment with any other financial services institution, bank, trust company, brokerage firm, or other competing entity after the termination of my employment with the Company, so long as such employment does not violate the restrictions of this Section B.

C. Work Product:

1. Any work product, inventions, methods, processes, software, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work I performed for the Company, the business of the Company, or the Company's actual or demonstrably anticipated research or development (the "Work Product") shall be owned exclusively and perpetually by the Company. I agree to disclose promptly all Work Product to the Company. I

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hereby unconditionally and irrevocably transfer and assign to the Company all right, title and interest (including all patent, copyright, trade secret and any other intellectual property rights) that I currently have (or in the future may have) by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, "works made for hire" as defined in the U.S. Copyright Act, 17 U.S.C.A. §101 et seq. (or equivalent local legislation as applicable), I agree to waive all rights (including "moral rights") in all Work Product, and I further agree to and hereby assign to the Company all of my right, title and interest (including copyright) in the Work Product. Nothing in this Agreement shall be construed to grant the Company any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used, unless those materials relate to the Company's business (including the Company's actual or demonstrably anticipated research or development) or result from any work that I performed for the Company.

2. To the extent that any document or other filing can be prepared or filed in order to perfect, evidence or register any transfer as referenced in paragraph C.1 above, then I will, at the cost of the Company, sign and otherwise assist with any such document or filing (and any steps related thereto) as the Company considers desirable.

D. Definitions: For purposes of this Agreement:

1. "Company" means The Northern Trust Company, its successors, and any and all subsidiaries or other affiliates (or any of their successors) as to which I perform services, or have access to Confidential Information, during my employment. For purposes of this Agreement, the term "affiliate" means any entity that owns or controls, is owned or controlled by, or that is owned or under common control with The Northern Trust Company.

2. "Competitive Service or Product" means any service or product that satisfies both of the following criteria: (a) is the same or substantially similar to or competitive with any service or product that the Company provided to its clients during my employment by the Company, and (b) is one as to which I had material involvement or access to Confidential Information at any time during the period of twelve (12) months prior to the termination of my employment with the Company.

3. "Client" means any person or entity to which the Company provided Competitive Services or Products, and with which I had contact or about which I had access to Confidential Information, during the last twenty-four (24) months of my

employment. "Prospective Client" means any person or entity to which the Company provided, or from which the Company received, a proposal, bid, or written inquiry (general advertising or promotional materials and mass mailings excepted) for the Company to provide Competitive Services or Products and with which I had contact, or about which I had access to Confidential Information, and with whom the Company has been engaged in negotiations, during the last twelve (12) months of my employment. "Client" shall not include any person or entity that acted only as a referral source for the Company during the last twelve (12) months of my employment.

4. "Solicit" and "Solicitation" (with respect to Clients or Prospective Clients) mean directly or indirectly, and without the Company's written authorization, to invite, encourage, request, or induce (or to assist another to invite, encourage, request or induce) any Client or Prospective Client to: (a) surrender, redeem or terminate a product, service or relationship with the Company; (b) obtain any Competitive Service or Product from me or any third party; or (c) transfer a product, service or relationship from the Company to me or any third party.

5. "Confidential Information" means all information regarding the clients of the Company, or regarding the current or planned business of the Company, which has not been made generally known to the public by authorized representatives of the Company, whether created or supplied to me by the Company or compiled by me in the course of my duties for the Company, including but not limited to: (a) client information, such as client lists (in any form) and other non-public personal, business, financial, or other information regarding the clients or prospective clients of the Company, such as the identities of clients and prospective clients (including names, addresses, phone numbers, email addresses, and social security numbers or other government-issued identification numbers), information regarding clients' accounts, their borrowings, their financial needs, their current or proposed transactions, their investment preferences and/or history, contract terms, client files, all internal analyses of clients and/or their accounts or investments, and all other information regarding clients that the client or applicable law designates as private or confidential; (b) financial information, such as financial plans, reports, and forecasts; earnings figures; and profitability information; (c) corporate strategies, and business, marketing and/or strategic plans; (d) business procedures and methods, computer data, software, and systems designs of the Company; (e) all personnel files and information and any lists of employees, vendors, or independent contractors of the Company; and (f) all information for which the Company has a legal or contractual obligation to treat as confidential. Confidential Information does not include information which has become available to the public generally (otherwise than as a result of any breach by me of any obligation owed by me to the Company).

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6. "Restricted Person" means any person of Officer level or above who provided services to the Company (whether as an employee, agent, independent contractor, or otherwise) within the last six (6) months of my employment with the Company, and with whom I had material business-related contact, about whom I had access to confidential personnel information, or for whom I had direct or indirect supervisory responsibility, during my employment with the Company.

E. Notice and Other Agreements:

1. If for any reason I decide to leave the Company, I agree that I will provide written notice of my intention to leave as provided in my contract of employment with the Company or (if no such notice period exists) of ten (10) business days (two (2) weeks), setting out the date I want to leave, and (as soon as I know it) the name of my next employer, with a description of what my expected position will be. I agree that the Company may contact my new employer regarding my obligations under this Agreement.

2. I recognize that the restrictions set forth in this Agreement are reasonable in scope, including as to time, geography, and the nature of the activities they prohibit, and that they are no more extensive than is necessary in order to protect the legitimate interests of the Company. I further recognize that the Company will suffer immediate and irreparable harm as the result of any breach of such restrictions and that monetary damages will not be adequate to compensate the Company for such breach. I understand that the Company may seek injunctive relief, in addition to monetary damages, to enforce those restrictions. I acknowledge that the period of the restrictions in this Agreement shall be reduced by any period of garden leave exclusion to which I may be subject under my contract of employment with the Company.

3. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall be limited, modified and construed in accordance with applicable law as it then shall appear, and if such modification does not or cannot occur, then the provision in question shall be severed, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be enforceable and binding upon the parties.

4. I understand and acknowledge that if I transfer positions or locations between or among Northern Trust Corporation subsidiaries or affiliates, I may be required to sign another, substantially similar Non-Solicitation and Confidentiality Agreement. I agree that the Company may assign this Agreement, and I hereby consent to such assignment and to the enforcement of this Agreement by the Company's successors and assigns. This Agreement and the rights and obligations of the Company and I hereto shall bind and inure to the benefit of any successor or

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successors of the Company, but neither this Agreement nor any rights or benefits hereunder may be assigned by me.

5. This Agreement is intended to supersede the provisions of any employment agreement or other agreement that I may have previously entered into with the Company regarding the subject matters described in this Agreement, but this Agreement will not supersede the terms and conditions of any agreement pertaining to any equity award that I may previously have received.

My signature below or my electronic acknowledgment indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20217723410/Pune/BPS/BTN
Date: 07/06/2021

Ms. Amandeep Sahota
70/1/28/13 Opposite To Sugni Niwas Ganesh Nagar, Sant Tukaram Nagar, New Sanghavi, Pimpri-Chinchwad, Maharashtra
Samata Nagar Lane No.2
Hdfc Bank
Pune-411027
Maharashtra
Tel# 91-7040256269

Dear Ms. Amandeep Sahota,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **11,250/-** per month.You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Sahyadri Park, Plot No. 2 3, RGIP Phase III, Hinjawadi - Maan, Pune - 411 057
Tel: 91 20 6794 0000 Fax: 91 20 6794 0122 E-mail: tcs.pune@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

OTHER BENEFITS

1. **Health Insurance Scheme**
   TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

   You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

   a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

   b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

   c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

   The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

   i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

   ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

   *Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document

2. **Professional Memberships:**
   You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

3. **Social Security - Employees' State Insurance:**
   The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. **Compensation Benefits under ESI Act / Employees' Compensation Act:**
   Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

   When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. **Night Shift Stipend:**
   Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.

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6. **Process Specific Stipend:**
Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**
Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. **Traineeship Period:**
During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**
You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**
You will be entitled for leaves as per the company's policy.

5. **Transport:**
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**
During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written

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permission of the company.

7. Confidentiality, Data and Intellectual Property Protection:
As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. 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 a trainee of TCSL.

9. Notice Period:
You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. Medical Test:
You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and futher employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. Background Check:
Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. Submission of Documents:
At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Passport
- 6 photographs - passport size
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.

Your original documents will be returned to you after verification.

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13. **Initial Learning Programme (ILP)**
On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. **Letter of Appointment**
Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. **Personal Data Processing:**
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.

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.

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.

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.

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.

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.

16. **Terms and conditions:**
The above terms and conditions of traineeship are specific to your traineeship period in India.

17. **Rules and Regulations of the Company:**
Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. **Compliance to all clauses:**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.

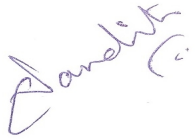
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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20217723410/Pune/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 any 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 TCS . 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

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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 Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

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 the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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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 any claim or liability of any party, 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, 1996 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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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21-JUN-2021

Letter Of Appointment

To,
Ms. Amandeep Sahota
70/1/28/13 Opposite To Sugni Niwas Ganesh Nagar, Sant Tukaram Nagar, New Sanghavi, Pimpri-Chinchwad
Samata Nagar Lane No.2
Hdfc Bank

Dear Ms. Amandeep,

This has reference to our Offer of Traineeship in TATA Consultancy Services Limited vide TCSL/1519692/PUN/Business Process Outsourcing Services/BTN dated 07-Jun-2021 and your completing joining formalities as per TCSLs policy.

On the terms and conditions detailed in our Offer of Traineeship accepted by you, we are happy to appoint you as BPO Trainee in grade BPOS with effect from 21-JUN-2021.

Your Trainee ID is 2039262.

I take this opportunity to extend you a warm welcome to the TCSL Family !

Yours sincerely,
For TATA Consultancy Services Limited

GIRISH V NANDIMATH
Global Head – Talent Acquisition

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
TCS House Raveline Street Fort Mumbai 400 001 Maharashtra India
Tel 91 22 6778 9999 Fax 91 22 6778 9000 website www.tcs.com
Registered Office Nirmal Building 9th Floor Nariman Point Mumbai 400 021

TCS Private & Confidential

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20217711990/Pune/BPS/BTN
Date: 07/06/2021

Ms. Shivangi Tiwari
S No. 52/1, Kharadi Chandannagar Nr Voltas Co Pune 411014

Satkaar Hotel
Pune-411014
Maharashtra
Tel# -

Dear Ms. Shivangi Tiwari,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **11,250/-** per month.You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.

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Sahyadri Park, Plot No. 2 3, RGIP Phase III, Hinjawadi - Maan, Pune - 411 057
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Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
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OTHER BENEFITS

1. **Health Insurance Scheme**
   TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

   You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

   a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

   b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

   c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

   The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

   i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

   ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

   *Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document

2. **Professional Memberships:**
   You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

3. **Social Security - Employees' State Insurance:**
   The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. **Compensation Benefits under ESI Act / Employees' Compensation Act:**
   Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

   When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. **Night Shift Stipend:**
   Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.

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6. **Process Specific Stipend:**
Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**
Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. **Traineeship Period:**
During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**
You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**
You will be entitled for leaves as per the company's policy.

5. **Transport:**
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**
During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written

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permission of the company.

7. **Confidentiality, Data and Intellectual Property Protection:**
As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. **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 a trainee of TCSL.

9. **Notice Period:**
You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. **Medical Test:**
You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and futher employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. **Background Check:**
Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. **Submission of Documents:**
At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Passport
- 6 photographs - passport size
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.

Your original documents will be returned to you after verification.

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13. **Initial Learning Programme (ILP)**
On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. **Letter of Appointment**
Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. **Personal Data Processing:**
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.

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.

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.

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.

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.

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.

16. **Terms and conditions:**
The above terms and conditions of traineeship are specific to your traineeship period in India.

17. **Rules and Regulations of the Company:**
Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. **Compliance to all clauses:**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.

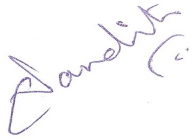
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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20217711990/Pune/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 any 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 TCS . 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

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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 Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

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 the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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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 any claim or liability of any party, 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, 1996 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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

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Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20217713290/Pune/BPS/BTN
Date: 11/06/2021

Ms. Kashmira Dilipsingh Rajput
47, Manik Bungalow, Gulabnagar Society, Dhankawadi, Pune 43
Gulabnagar
Dhankawadi
Pune-411043
Maharashtra
Tel# -

Dear Ms. Kashmira Dilipsingh Rajput,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL).** You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **11,250/-** per month.You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.

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OTHER BENEFITS

1. **Health Insurance Scheme**
   TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

   You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

   a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

   b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

   c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

   The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

   i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

   ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

   *Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail . For further details, please refer to the policy document

2. **Professional Memberships:**
   You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

3. **Social Security - Employees' State Insurance:**
   The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. **Compensation Benefits under ESI Act / Employees' Compensation Act:**
   Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

   When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial . For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. **Night Shift Stipend:**
   Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.

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6. **Process Specific Stipend:**
Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**
Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. **Traineeship Period:**
During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**
You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**
You will be entitled for leaves as per the company's policy.

5. **Transport:**
TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**
During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written

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permission of the company.

7. **Confidentiality, Data and Intellectual Property Protection:**
As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. **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 a trainee of TCSL.

9. **Notice Period:**
You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. **Medical Test:**
You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute`s photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and futher employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. **Background Check:**
Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. **Submission of Documents:**
At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
- Birth Certificate / Proof of Age
- Passport
- 6 photographs - passport size
- An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.

Your original documents will be returned to you after verification.

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13. **Initial Learning Programme (ILP)**
On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. **Letter of Appointment**
Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. **Personal Data Processing:**
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.

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.

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.

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.

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.

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.

16. **Terms and conditions:**
The above terms and conditions of traineeship are specific to your traineeship period in India.

17. **Rules and Regulations of the Company:**
Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. **Compliance to all clauses:**
You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.

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Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship 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 sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**



Girish V. Nandimath
Global Head Talent Acquisition & AIP

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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms

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ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20217713290/Pune/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:

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Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 any 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 TCS . 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

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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 Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,

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acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

(a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

(b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

(c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

(d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;

(e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;

(f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

(g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

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 the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat

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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 any claim or liability of any party, 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, 1996 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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Sahyadri Park, Plot No. 2 3, RGIP Phase III, Hinjawadi - Maan, Pune - 411 057
Tel: 91 20 6794 0000 Fax: 91 20 6794 0122 E-mail: tcs.pune@tcs.com, Website: http://www.tcs.com
Registered Office 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

DXC-Hi tech ServiceDesk/Bangalore - Whitefield/July/RH7822808/244931/V0

PRIVATE & CONFIDENTIAL

June 30, 2021

ALIYA IRFAN SAYYED
Clover garden society, Nelar road,Pune
Pune 411001
Maharashtra, India.

Dear ALIYA IRFAN SAYYED**,**

Welcome to Mphasis!

It was a pleasure meeting you to explore a career opportunity with Mphasis ITO Division.

Based on our discussions, we are pleased to offer you the position of Technical Support Associate, in **Band** 5**, Level** 2 with our organization. The gross compensation will be **INR** 3,27,600**/-** (Three Lakhs Twenty Seven Thousand Six Hundred **rupees only**) per annum. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

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

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

Thisofferofemploymentiscontingentuponyoufulfillingthebackgroundverificationprocessandclearing training that the organization will conduct. We look forward to you joining us at our Bangalore - Whitefield office on July 09, 2021. Please keep your recruiter informed, in case of an advancement in

the joining date.

Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned by either and by mailing it or handing it over to us on or before **July 09, 2021**.

Contact Us:
T : +91 080 6750 1000
F : +91 080 6695 9943
E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited
Registered Office:
Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India
CIN: L3007KA1992PLC025294

Mphasis
The Next Applied

ANNEXURE - 1

Name	**ALIYA IRFAN SAYYED**
Band	**Band 5**
Level	**Level 2**
Designation	**Technical Support Associate**

Component	Monthly Gross	Annual Gross
Basic	10,920	1,31,040
House Rent Allowance	8,354	1,00,244
Special Allowance	2,730	32,760
Ex-Gratia/Bonus1	3,200	38,400
Leave Travel Allowance	NA	NA
TOTAL FIXED CASH	**25,204**	**3,02,444**
Performance Incentive	NA	NA
Variable Pay2	NA	NA
TARGET CASH COMPENSATION	**25,204**	**3,02,444**
Provident Fund Contribution	1,638	19,656
Mediclaim Insurance Premium	458	5,500
TARGET COST TO COMPANY	**27,300**	**3,27,600**

Note:

1. As per Statutory regulations, if your covered under Payment of Bonus act, this component will be paid as “Bonus” if not will be paid as “Ex- Gratia”.

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

3. **Additional Benefits:**

- Additionally, you shall be eligible for gratuity as per the gratuity act, subject to 5 years of continuous employment with the organization
- You are covered under Group Mediclaim Insurance for a sum insured of INR 300,000 per annum. This mandatory coverage also includes your spouse and 2 children. As per the policy, you have an option to enroll your dependents (parents/parents-in-law) by paying additional premium.
- You are covered under Group Personal Accident Insurance for INR 500,000 per annum.
- You are covered under the Standard Group Term Life insurance for a sum insured equal to 80% of your Fixed CTC or INR 400,000, whichever is higher. This benefit is extended only to the employee.
- Meal Card: You will be eligible to enroll for a meal allowance of INR 2,200 per month. This is a voluntary option and will be adjusted with your special allowance.
- As per the Maternity Benefit (Amendment) Act, 2017, women employees are eligible for Maternity Leave of 26 weeks. Adoption Leave and Paternity Leave are also applicable as the case may be. Please refer to the **Company Policy** for more details.
-
-

ANNEXURE – 2

TERMS OF EMPLOYMENT

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

1) Hours of Work

1.1. A working day shall comprise of nine hours.

1.2. You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.

1.3. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

2.1. During your employment with Mphasis you will be liable to be transferred or deputed to any of the offices, departments of Mphasis or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Mphasis' policies prevalent at that time.

3) Travel

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

4) Salary and Benefits

4.1. Salary shall be reviewed on an annual basis depending on the date of joining and you shall be notified of the amount of your salary entitlement for the succeeding year, depending upon your performance during the year.

4.2. Notwithstanding the provisions of Clause 4.1,you acknowledge that it is Mphasis' policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

4.3. In addition to salary, you shall also be entitled to receive other benefits as applicable

under Mphasis' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

5) Relocation:

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

6) Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

7) Termination

7.1. Your employment with Mphasis is subject to termination on:

7.1.1. 60 days' prior notice by either side

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

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

7.4. Mphasis shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

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

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

7.4.3. You commit any breach of any of your duties or obligations under this

agreement or the policies of Mphasis.

7.4.4. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you. In the event of termination under Clause 7.4.2, you shall not be entitled to any benefits whatsoever.

8) Mode of Communication

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

9) Confidentiality

9.1. You agree at all time during the term of your employment and thereafter (Without limit of time);

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

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

9.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis IT Services.

9.2. For the purposes of Clause 10.1., “Confidential Information” means any of Mphasis’ proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Mphasis with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by Mphasis in any country or jurisdiction (until the same is generally available to the public), and any other business in formation of Mphasis including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not

have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of Mphasis, or which is generally known outside Mphasis.

9.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of Mphasis and in addition to the terms stipulated in this agreement herein you agree to execute a Non Disclosure Agreement with Mphasis.

10) Intellectual Property

10.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mphasis shall belong to Mphasis absolutely.

10.2. You agree, at Mphasis' expense, to provide, during and after this employment, all such assistance as Mphasis reasonably considers necessary, to secure the vesting of such rights in Mphasis or Terms of Employment Mphasis its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

11) Data Privacy Compliance Policy

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

11.1. You consent to the processing of your personal data in accordance with Mphasis data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by Mphasis to other employees and offices of Mphasis' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.

11.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Mphasis by you

on their behalf. The reference to “sensitive personal Data” may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

11.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Mphasis’ policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12) Non-Compete

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

13) Non-Solicitation of Employees and Clients

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

(A) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Mphasis; or

(B) adversely affect the business prospects of Mphasis by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an Employee of the Mphasis for any purpose related in any manner to the business of Mphasis.

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

14) Warranty

14.1. You warrant that your joining Mphasis will not violate any agreement to which you

are or have been a party to.

14.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Mphasis.

14.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Mphasis.

14.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15) Indemnification

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

16) Retirement

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

17) General

17.1. This agreement contains the entire agreement between the employee and Mphasis, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or nondisclosure.

17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).

17.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.

17.4. Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such

adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

18) Background Verification Clause

We are considering all the details given by you in your resume and references provided are to the best of your knowledge. This offer letter can be withdrawn anytime if any of the details provided in the resume or reference check happens to be negative.

Acknowledgement and Acceptance of Appointment with Mphasis

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

I confirm my acceptance of the offer and shall report for work on July 09, 2021.

Signature : _____

Name : _____

Date : _____

Place : _____

ANNEXURE – 3

List of mandatory documents that needs to be uploaded in the tool as part of your offer release process and to proceed further with your onboarding formalities.

Sl. No	Details	Description
1.	Photograph	Soft copy of white background passport size photograph
2.	Education Documents	Highest education; i.e.; degree / post-graduation completion certificate (Provisional Certificate/ Consolidated Marks sheets/ all semester marks card)
3.	Identity Proof	Passport/ PAN Card/ Election ID/ Driving Licence
4	Employment Details	**Current Employment:** last 3 month's salary slip along with a copy of the offer letter **Previous Employment:** Relieving letter/ experience letter (which captures start date, end date & position details)
5	LOA	Signed Scanned copy of - Letter of Authorization (LOA)

Please note, your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer. Being an ISO certified company, it is important for you to submit these documents on or before your date of joining us. Your joining the Company is subjected to you furnishing all of the above documents and duly verified by Mphasis.

Digitally signed by DS MPHASIS LIMITED 1
Date: 2021.06.30 18:32:21 UTC
Reason: Authorised by Srikanth Karra
Location: Bangalore

Date: **September 08, 2021**

Letter of Offer

Dear Tulna Gupta,

Further to your interview dated August 24, 2021, we are pleased to offer you the position of **Executive – Business Development** in our organization.

On joining the company, you will be on probation for a period of 3 months. Subject to successful completion of the probation period, your employment will be confirmed with us.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

On joining, you will be subject to the employee policies and practices of Cybage Software Private Limited. A summary of the present policies is included as Annexure-2 to this offer letter for your reference. Also refer Annexure-3 for the list of documents to be submitted at the time of your joining.

You are required to join duties with effect from **September 13, 2021** at our **Pune** office for this offer to be valid.

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage Software Pvt. Ltd.
Cybage Towers, Kalyani Nagar,
Behind Gold Adlabs,
Pune, India.

Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,
For Cybage Software Pvt. Ltd.



Tina Rastogi
Vice President - Human Capital Management

ANNEXURE-1

SALARY BREAK-UP

Name:	**Tulna Gupta**
Designation:	Executive – Business Development
Date Of Joining:	September 13, 2021
Department:	Marketing
Primary Skill:	Business Development
Location:	Pune

No.	Components of Salary	Amount Rs. (per annum)
A	**Monthly Salary components**	
i	Basic	162,000
ii	HRA	16,200
iii	Bonus \ Ex-Gratia	74,400
iv	EPF Employer's Contribution	23,400
	ANNUAL GROSS FIXED SALARY	**276,000**
B	**Major benefits**	
v	Gratuity	7,792
vi	Insurance-Mediclaim	6,600
vii	Insurance-Term Life	1,254
	TOTAL COMPENSATION (A+B)	**291,646**
C	**Variable Pay**	**27,600**
D	**COST TO COMPANY (A+B+C)**	**319,246**

**Details mentioned in the "Explanation of terms used" section in the next page.*

Explanation of terms used:

i. **Basic**: This is the base component of the salary to which many other components are linked. This amount is fully taxable.

ii. **HRA**: This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.

iii. **Children Education Allowance**: This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)

iv. **Bonus \ Ex-Gratia:**
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"

v. **LTA**: Leave Travel Allowance is a part of your monthly gross salary. You will receive this component on a monthly basis. On submission of required travel proofs, the total amount of the bills produced or the maximum amount of LTA, whichever is less will be considered as non-taxable. In case you have not travelled, you will still receive this amount, as a taxable component of your salary. Tax benefit calculations will be done on the basis of provision and guidance under the Income Tax Act, 1961. LTA claim can be submitted for a maximum of 2 trips within India, in a block of 4 calendar years. Proof of travel viz. air/rail/bus ticket, boarding pass, toll tax receipts (in case of taxi travel), etc. should be submitted to the Finance department if the amount is not desired to be taxed. The proofs should be submitted to the Finance department within 15 days of your return from leave.

vi. **Conveyance allowance**: To meet the expenditure of commute between the place of residence and office/place of duty. In cases when there is no commute to work place this allowance shall not be applicable.

vii. **Special Allowance**: This will vary as it is based on the difference between your gross salary and other components that make up the entire salary. It is a fully taxable component.

viii. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.

ix. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary * no. of years served * 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.

x. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:

a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.

b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.

The insurance aforesaid are subject to review as per Cybage policy on an annual basis.

xi. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.
At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.
The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

xii. **Variable Salary:** The eligibility and payment criteria of Variable pay shall be as follows:

a. Only employees of Cybage India software Pvt. Ltd ('Cybage') shall be eligible for Variable pay, provided it is part of the salary structure of respective employee.
b. Payment of variable pay is contingent upon the Cybage's annual revenue growth for Software Services and individual's performance. It is capped up to 10% of the employee's annual gross salary.
c. Cybage's annual revenue growth for Software Services shall exclude any revenue generated through inorganic merger and acquisition.
d. Variable pay shall be prorated for the salary remitted to the employee's during the preceding financial year, ending March 31st.
e. Variable pay shall be paid to all employees who are on the payroll of Cybage and not serving notice period as of March 31st.

Income Tax: Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

ANNEXURE-2

Additional Terms and Conditions of Offer

1. Date of joining:

This offer for employment is subject to your joining and reporting to the designated Cybage on **September 13, 2021,** failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

2. Work location and transfer:

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

3. Mandatory tenure of employment:

On joining Cybage, you will continue to be employed with Cybage for a minimum period of fifteen months. If you resign before expiry of the mandatory term of employment of fifteen months, you shall be liable to pay to Cybage damages equivalent to Rupees One Lakh. On joining, you will be required to sign a service agreement to this effect.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said fifteen months, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

4. Background verification:

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

5. Travel and passport:

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

6. Confidentiality and return of materials:

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.
Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

7. Non-competition:

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

8. Leaves and holidays:

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

9. Appraisal:

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

10. Dress code:

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

- **For Gentlemen:** Formal full sleeve shirts and trousers with a tie and polished formal shoes.
- **For Ladies:** Western formals, salwar-kameez or formal saris with sandals.

11. Termination and resignation:

A. Termination: Cybage reserves the right to terminate the services of an employee:

a) With or without cause by providing one month's notice or one month's salary instead of the notice.

b) Without notice in the following cases:

i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or
iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

B. Resignation: For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

12. Rules and regulations:

You will be subject to all rules and regulations of Cybage that are in force and shall abide by them until in employment with the organization. Cybage polices are available on its intranet, which is accessible to every Cybagian, and are updated from time to time. You are expected to be aware of the company's policies and abide by them.
Cybage reserves the right to modify any or all of the above terms and conditions that shall be binding on you, from time to time.
You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

13. Acceptance:

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

ANNEXURE-3

JOINING TIME: DOCUMENT CHECKLIST

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

A. Educational documents:

1. 10th and 12th/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate

B. Employment documents:

1. Relieving and Experience letter from all past employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

C. Personal documents:

1. Marriage certificate (if applicable)
2. 3 passport size photographs (with white background)
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to talent2join@cybage.com. You can also mail us on talent2join@cybage.com if you have any queries.

ACCEPTANCE OF OFFER

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: **Tulna Gupta** Signature:

Date: Place:

Date: **August 25, 2021**

Letter of Offer

Dear Sanyukta Tribhuwan,

Further to your interview dated August 24, 2021, we are pleased to offer you the position of **Executive – HR** in our organization.

On joining the company, you will be on probation for a period of 3 months. Subject to successful completion of the probation period, your employment will be confirmed with us.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

On joining, you will be subject to the employee policies and practices of Cybage Software Private Limited. A summary of the present policies is included as Annexure-2 to this offer letter for your reference. Also refer Annexure-3 for the list of documents to be submitted at the time of your joining.

You are required to join duties with effect from **September 01, 2021** at our **Pune** office for this offer to be valid.

You would be eligible for the appraisal in **April 2022.**

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage Software Pvt. Ltd.
Cybage Towers, Kalyani Nagar,
Behind Gold Adlabs,
Pune, India.

Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,
For Cybage Software Pvt. Ltd.

Tina Rastogi
Vice President - Human Capital Management

ANNEXURE-1

SALARY BREAK-UP

Name:	Sanyukta Tribhuwan
Designation:	Executive – HR
Date Of Joining:	September 01, 2021
Department:	HR
Primary Skill:	HRD
Location:	Pune

No.	Components of Salary	Amount Rs. (per annum)
A	**Monthly Salary components**	
i	Basic	162,000
ii	HRA	16,200
iii	Bonus \ Ex-Gratia	74,400
iv	EPF Employer's Contribution	23,400
	ANNUAL GROSS FIXED SALARY	**276,000**
B	**Major benefits**	
v	Gratuity	7,792
vi	Insurance-Mediclaim	6,600
vii	Insurance-Term Life	1,254
	TOTAL COMPENSATION (A+B)	**291,646**
C	**Variable Pay**	**27,600**
D	**COST TO COMPANY (A+B+C)**	**319,246**

**Details mentioned in the "Explanation of terms used" section in the next page.*

Explanation of terms used:

i. **Basic**: This is the base component of the salary to which many other components are linked. This amount is fully taxable.

ii. **HRA**: This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.

iii. **Children Education Allowance**: This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)

iv. **Bonus \ Ex-Gratia:**
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"

v. **LTA**: Leave Travel Allowance is a part of your monthly gross salary. You will receive this component on a monthly basis. On submission of required travel proofs, the total amount of the bills produced or the maximum amount of LTA, whichever is less will be considered as non-taxable. In case you have not travelled, you will still receive this amount, as a taxable component of your salary. Tax benefit calculations will be done on the basis of provision and guidance under the Income Tax Act, 1961. LTA claim can be submitted for a maximum of 2 trips within India, in a block of 4 calendar years. Proof of travel viz. air/rail/bus ticket, boarding pass, toll tax receipts (in case of taxi travel), etc. should be submitted to the Finance department if the amount is not desired to be taxed. The proofs should be submitted to the Finance department within 15 days of your return from leave.

vi. **Conveyance allowance**: To meet the expenditure of commute between the place of residence and office/place of duty. In cases when there is no commute to work place this allowance shall not be applicable.

vii. **Special Allowance**: This will vary as it is based on the difference between your gross salary and other components that make up the entire salary. It is a fully taxable component.

viii. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.

ix. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary * no. of years served * 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.

x. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:

   a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.

   b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.

   The insurance aforesaid are subject to review as per Cybage policy on an annual basis.

xi. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.
   At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.
   The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

xii. **Variable Salary:** The eligibility and payment criteria of Variable pay shall be as follows:

a. Only employees of Cybage India software Pvt. Ltd ('Cybage') shall be eligible for Variable pay, provided it is part of the salary structure of respective employee.
b. Payment of variable pay is contingent upon the Cybage's annual revenue growth for Software Services and individual's performance. It is capped up to 10% of the employee's annual gross salary.
c. Cybage's annual revenue growth for Software Services shall exclude any revenue generated through inorganic merger and acquisition.
d. Variable pay shall be prorated for the salary remitted to the employee's during the preceding financial year, ending March 31st.
e. Variable pay shall be paid to all employees who are on the payroll of Cybage and not serving notice period as of March 31st.

Income Tax: Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

ANNEXURE-2

Additional Terms and Conditions of Offer

1. Date of joining:

This offer for employment is subject to your joining and reporting to the designated Cybage on **September 01, 2021,** failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

2. Work location and transfer:

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

3. Mandatory tenure of employment:

On joining Cybage, you will continue to be employed with Cybage for a minimum period of fifteen months. If you resign before expiry of the mandatory term of employment of fifteen months, you shall be liable to pay to Cybage damages equivalent to Rupees One Lakh. On joining, you will be required to sign a service agreement to this effect.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said one year, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

4. Background verification:

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

5. Travel and passport:

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

6. Confidentiality and return of materials:

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.
Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

7. Non-competition:

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

8. Leaves and holidays:

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

9. Appraisal:

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

10. Dress code:

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

- **For Gentlemen:** Formal full sleeve shirts and trousers with a tie and polished formal shoes.
- **For Ladies:** Western formals, salwar-kameez or formal saris with sandals.

11. Termination and resignation:

A. Termination: Cybage reserves the right to terminate the services of an employee:

a) With or without cause by providing one month's notice or one month's salary instead of the notice.

b) Without notice in the following cases:

i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or
iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

B. Resignation: For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

12. Rules and regulations:

You will be subject to all rules and regulations of Cybage that are in force and shall abide by them until in employment with the organization. Cybage polices are available on its intranet, which is accessible to every Cybagian, and are updated from time to time. You are expected to be aware of the company's policies and abide by them.
Cybage reserves the right to modify any or all of the above terms and conditions that shall be binding on you, from time to time.
You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

13. Acceptance:

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

ANNEXURE-3

JOINING TIME: DOCUMENT CHECKLIST

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

A. Educational documents:

1. 10th and 12th/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate

B. Employment documents:

1. Relieving and Experience letter from all past employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

C. Personal documents:

1. Marriage certificate (if applicable)
2. 3 passport size photographs (with white background)
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to talent2join@cybage.com. You can also mail us on talent2join@cybage.com if you have any queries.

ACCEPTANCE OF OFFER

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: Sanyukta Tribhuwan Signature:

Date: Place:

Date: **August 25, 2021**

Letter of Offer

Dear Sidrah Shaikh,

Further to your interview dated August 24, 2021, we are pleased to offer you the position of **Executive – HR** in our organization.

On joining the company, you will be on probation for a period of 3 months. Subject to successful completion of the probation period, your employment will be confirmed with us.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

On joining, you will be subject to the employee policies and practices of Cybage Software Private Limited. A summary of the present policies is included as Annexure-2 to this offer letter for your reference. Also refer Annexure-3 for the list of documents to be submitted at the time of your joining.

You are required to join duties with effect from **September 01, 2021** at our **Pune** office for this offer to be valid.

You would be eligible for the appraisal in **April 2022.**

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage Software Pvt. Ltd.
Cybage Towers, Kalyani Nagar,
Behind Gold Adlabs,
Pune, India.

Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,
For Cybage Software Pvt. Ltd.

Tina Rastogi
Vice President - Human Capital Management

ANNEXURE-1

SALARY BREAK-UP

Name:	Sidrah Shaikh
Designation:	Executive – HR
Date Of Joining:	September 01, 2021
Department:	HR
Primary Skill:	HRD
Location:	Pune

No.	Components of Salary	Amount Rs. (per annum)
A	**Monthly Salary components**	
i	Basic	162,000
ii	HRA	16,200
iii	Bonus \ Ex-Gratia	74,400
iv	EPF Employer's Contribution	23,400
	ANNUAL GROSS FIXED SALARY	**276,000**
B	**Major benefits**	
v	Gratuity	7,792
vi	Insurance-Mediclaim	6,600
vii	Insurance-Term Life	1,254
	TOTAL COMPENSATION (A+B)	**291,646**
C	**Variable Pay**	**27,600**
D	**COST TO COMPANY (A+B+C)**	**319,246**

**Details mentioned in the "Explanation of terms used" section in the next page.*

Explanation of terms used:

i. **Basic**: This is the base component of the salary to which many other components are linked. This amount is fully taxable.

ii. **HRA**: This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.

iii. **Children Education Allowance**: This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)

iv. **Bonus \ Ex-Gratia:**
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"

v. **LTA**: Leave Travel Allowance is a part of your monthly gross salary. You will receive this component on a monthly basis. On submission of required travel proofs, the total amount of the bills produced or the maximum amount of LTA, whichever is less will be considered as non-taxable. In case you have not travelled, you will still receive this amount, as a taxable component of your salary. Tax benefit calculations will be done on the basis of provision and guidance under the Income Tax Act, 1961. LTA claim can be submitted for a maximum of 2 trips within India, in a block of 4 calendar years. Proof of travel viz. air/rail/bus ticket, boarding pass, toll tax receipts (in case of taxi travel), etc. should be submitted to the Finance department if the amount is not desired to be taxed. The proofs should be submitted to the Finance department within 15 days of your return from leave.

vi. **Conveyance allowance**: To meet the expenditure of commute between the place of residence and office/place of duty. In cases when there is no commute to work place this allowance shall not be applicable.

vii. **Special Allowance**: This will vary as it is based on the difference between your gross salary and other components that make up the entire salary. It is a fully taxable component.

viii. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.

ix. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary * no. of years served * 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.

x. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:

   a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.

   b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.

   The insurance aforesaid are subject to review as per Cybage policy on an annual basis.

xi. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.
   At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.
   The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

xii. **Variable Salary:** The eligibility and payment criteria of Variable pay shall be as follows:

a. Only employees of Cybage India software Pvt. Ltd ('Cybage') shall be eligible for Variable pay, provided it is part of the salary structure of respective employee.
b. Payment of variable pay is contingent upon the Cybage's annual revenue growth for Software Services and individual's performance. It is capped up to 10% of the employee's annual gross salary.
c. Cybage's annual revenue growth for Software Services shall exclude any revenue generated through inorganic merger and acquisition.
d. Variable pay shall be prorated for the salary remitted to the employee's during the preceding financial year, ending March 31st.
e. Variable pay shall be paid to all employees who are on the payroll of Cybage and not serving notice period as of March 31st.

Income Tax: Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

ANNEXURE-2

Additional Terms and Conditions of Offer

1. Date of joining:

This offer for employment is subject to your joining and reporting to the designated Cybage on **September 01, 2021,** failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

2. Work location and transfer:

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

3. Mandatory tenure of employment:

On joining Cybage, you will continue to be employed with Cybage for a minimum period of fifteen months. If you resign before expiry of the mandatory term of employment of fifteen months, you shall be liable to pay to Cybage damages equivalent to Rupees One Lakh. On joining, you will be required to sign a service agreement to this effect.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said one year, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

4. Background verification:

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

5. Travel and passport:

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

6. Confidentiality and return of materials:

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.
Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

7. Non-competition:

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

8. Leaves and holidays:

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

9. Appraisal:

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

10. Dress code:

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

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11. Termination and resignation:

A. Termination: Cybage reserves the right to terminate the services of an employee:

a) With or without cause by providing one month's notice or one month's salary instead of the notice.

b) Without notice in the following cases:

i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or
iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

B. Resignation: For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

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You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

13. Acceptance:

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

ANNEXURE-3

JOINING TIME: DOCUMENT CHECKLIST

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

A. Educational documents:

1. 10th and 12th/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate

B. Employment documents:

1. Relieving and Experience letter from all past employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

C. Personal documents:

1. Marriage certificate (if applicable)
2. 3 passport size photographs (with white background)
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to talent2join@cybage.com. You can also mail us on talent2join@cybage.com if you have any queries.

ACCEPTANCE OF OFFER

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: Sidrah Shaikh Signature:

Date: Place:

Date: **August 25, 2021**

Letter of Offer

Dear Aachal Choudhary,

Further to your interview dated August 24, 2021, we are pleased to offer you the position of **Executive – HR** in our organization.

On joining the company, you will be on probation for a period of 3 months. Subject to successful completion of the probation period, your employment will be confirmed with us.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

On joining, you will be subject to the employee policies and practices of Cybage Software Private Limited. A summary of the present policies is included as Annexure-2 to this offer letter for your reference. Also refer Annexure-3 for the list of documents to be submitted at the time of your joining.

You are required to join duties with effect from **September 01, 2021** at our **Pune** office for this offer to be valid.

You would be eligible for the appraisal in **April 2022.**

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage Software Pvt. Ltd.
Cybage Towers, Kalyani Nagar,
Behind Gold Adlabs,
Pune, India.

Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,
For Cybage Software Pvt. Ltd.



Tina Rastogi
Vice President - Human Capital Management

ANNEXURE-1

SALARY BREAK-UP

Name:	Aachal Choudhary
Designation:	Executive – HR
Date Of Joining:	September 01, 2021
Department:	HR
Primary Skill:	HRD
Location:	Pune

No.	Components of Salary	Amount Rs. (per annum)
A	**Monthly Salary components**	
i	Basic	162,000
ii	HRA	16,200
iii	Bonus \ Ex-Gratia	74,400
iv	EPF Employer's Contribution	23,400
	ANNUAL GROSS FIXED SALARY	**276,000**
B	**Major benefits**	
v	Gratuity	7,792
vi	Insurance-Mediclaim	6,600
vii	Insurance-Term Life	1,254
	TOTAL COMPENSATION (A+B)	**291,646**
C	**Variable Pay**	**27,600**
D	**COST TO COMPANY (A+B+C)**	**319,246**

**Details mentioned in the "Explanation of terms used" section in the next page.*

Explanation of terms used:

i. **Basic**: This is the base component of the salary to which many other components are linked. This amount is fully taxable.

ii. **HRA**: This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.

iii. **Children Education Allowance**: This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)

iv. **Bonus \ Ex-Gratia:**
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"

v. **LTA**: Leave Travel Allowance is a part of your monthly gross salary. You will receive this component on a monthly basis. On submission of required travel proofs, the total amount of the bills produced or the maximum amount of LTA, whichever is less will be considered as non-taxable. In case you have not travelled, you will still receive this amount, as a taxable component of your salary. Tax benefit calculations will be done on the basis of provision and guidance under the Income Tax Act, 1961. LTA claim can be submitted for a maximum of 2 trips within India, in a block of 4 calendar years. Proof of travel viz. air/rail/bus ticket, boarding pass, toll tax receipts (in case of taxi travel), etc. should be submitted to the Finance department if the amount is not desired to be taxed. The proofs should be submitted to the Finance department within 15 days of your return from leave.

vi. **Conveyance allowance**: To meet the expenditure of commute between the place of residence and office/place of duty. In cases when there is no commute to work place this allowance shall not be applicable.

vii. **Special Allowance**: This will vary as it is based on the difference between your gross salary and other components that make up the entire salary. It is a fully taxable component.

viii. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.

ix. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary * no. of years served * 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.

x. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:

a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.

b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.

The insurance aforesaid are subject to review as per Cybage policy on an annual basis.

xi. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.
At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.
The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

xii. **Variable Salary:** The eligibility and payment criteria of Variable pay shall be as follows:

a. Only employees of Cybage India software Pvt. Ltd ('Cybage') shall be eligible for Variable pay, provided it is part of the salary structure of respective employee.
b. Payment of variable pay is contingent upon the Cybage's annual revenue growth for Software Services and individual's performance. It is capped up to 10% of the employee's annual gross salary.
c. Cybage's annual revenue growth for Software Services shall exclude any revenue generated through inorganic merger and acquisition.
d. Variable pay shall be prorated for the salary remitted to the employee's during the preceding financial year, ending March 31st.
e. Variable pay shall be paid to all employees who are on the payroll of Cybage and not serving notice period as of March 31st.

Income Tax: Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

ANNEXURE-2

Additional Terms and Conditions of Offer

1. Date of joining:

This offer for employment is subject to your joining and reporting to the designated Cybage on **September 01, 2021,** failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

2. Work location and transfer:

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

3. Mandatory tenure of employment:

On joining Cybage, you will continue to be employed with Cybage for a minimum period of fifteen months. If you resign before expiry of the mandatory term of employment of fifteen months, you shall be liable to pay to Cybage damages equivalent to Rupees One Lakh. On joining, you will be required to sign a service agreement to this effect.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said fifteen months, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

4. Background verification:

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

5. Travel and passport:

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

6. Confidentiality and return of materials:

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.
Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

7. Non-competition:

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

8. Leaves and holidays:

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

9. Appraisal:

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

10. Dress code:

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

- **For Gentlemen:** Formal full sleeve shirts and trousers with a tie and polished formal shoes.
- **For Ladies:** Western formals, salwar-kameez or formal saris with sandals.

11. Termination and resignation:

A. Termination: Cybage reserves the right to terminate the services of an employee:

a) With or without cause by providing one month's notice or one month's salary instead of the notice.

b) Without notice in the following cases:

i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or
iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

B. Resignation: For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

12. Rules and regulations:

You will be subject to all rules and regulations of Cybage that are in force and shall abide by them until in employment with the organization. Cybage polices are available on its intranet, which is accessible to every Cybagian, and are updated from time to time. You are expected to be aware of the company's policies and abide by them.
Cybage reserves the right to modify any or all of the above terms and conditions that shall be binding on you, from time to time.
You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

13. Acceptance:

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

ANNEXURE-3

JOINING TIME: DOCUMENT CHECKLIST

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

A. Educational documents:

1. 10th and 12th/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate

B. Employment documents:

1. Relieving and Experience letter from all past employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

C. Personal documents:

1. Marriage certificate (if applicable)
2. 3 passport size photographs (with white background)
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to talent2join@cybage.com. You can also mail us on talent2join@cybage.com if you have any queries.

ACCEPTANCE OF OFFER

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: **Aachal Choudhary** Signature:

Date: Place:

From: Infosys Freshers Recruitment
Sent: 06 May 2021 20:07
To: kdivya14899@gmail.com
Subject: Infosys Campus Recruitment Program: Congratulations! You have a job offer



Dear Divya Kumarswamy,

Thank you for participating in the Infosys Campus Recruitment Program for 2020-21.

Congratulations! You have cleared the interview round to receive a final job offer for Operations Executive role. The compensation for this role is INR 2.2 lakhs per annum with one year of probation period from the date of allocation to the business unit.

Please note, this is a conditional job offer subject to your background verification. If falsification of data is detected during the background verification process, Infosys will revoke the job offer made to you.

In case of any queries, please contact your placement office or write to us at Talent.Acquisition@infosys.com.

You will soon hear from us about the next steps of the process.

We look forward to welcoming you into our Infosys family

Best regards,

Talent Acquisition
Infosys

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Wipro Campus Update_LOI

Inbox

Campus HR Team 5 Mar

to me

March 5, 2021

Dear Sneha Metal ,
Resume Number - 20774325

Based on our discussion with you, we would like to inform you of our intent to offer you the role of **Scholar Trainee- Work Integrated Learning Program** which will be in Career Band **WASE/WIMS** of the organization.

The stack for this role is detailed below. Do reach out to us should you have any clarifications.

Period	Scholarship	ESI	Consolidated Scholarship* (INR Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*)You shall be responsible for

payment of all statutory contributions, taxes, dues and levies as required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Kindly note this letter of intent shall be followed by a letter of appointment from us.

Please confirm your interest to receive offer of appointment by clicking on this link Click to Complete and accepting the contents of this communication within 15 calendar days. Your confirmation of interest is a pre-condition to the issuance of offer of appointment.

Yours sincerely,
For **Wipro Limited,**



Wipro Campus Update_LOI

2 messages

Campus HR Team <wipro+email+ugxe-c8c344a5a1@talent.icims.com> Wed, 17 Mar, 2021 at 5:59 PM
Reply to: Campus HR Team <wipro+email+ugxe-c8c344a5a1@talent.icims.com>
To: himanilokhande006@gmail.com

March 17, 2021

Dear Himani Lokhande ,
Resume Number - 20767244

Based on our discussion with you, we would like to inform you of our intent to offer you the role of **Scholar Trainee- Work Integrated Learning Program** which will be in Career Band **WASE/WIMS** of the organization.

The stack for this role is detailed below. Do reach out to us should you have any clarifications.

Period	Scholarship	ESI	Consolidated Scholarship* (INR Per Month)
First year	**15000**	**488**	**15,488/- (*)**
Second year	**17000**	**553**	**17,553/- (*)**
Third year	**19000**	**618**	**19,618/- (*)**
Fourth year	**23000**	**0**	**23,000/- (*)**

(*)You shall be responsible for payment of all statutory contributions, taxes, dues and levies as required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Kindly note this letter of intent shall be followed by a letter of appointment from us.

Please confirm your interest to receive offer of appointment by clicking on this link Click to Complete and accepting the contents of this communication within 15 calendar days. Your confirmation of interest is a precondition to the issuance of offer of appointment.

Yours sincerely,
For **Wipro Limited,**



Sunil Kalachar
General Manager – Talent Acquisition

This message was sent to himanilokhande006@gmail.com. If you don't want to receive these emails from this company in the future, please go to:
https://wipro.icims.com/icims2/?r=6A1C20767244&contactId=4604727

© Wipro Limited, Doddakannelli, Sarjapur Road Bengaluru 560 035 IND

Himani Lokhande <himanilokhande006@gmail.com> Wed, 17 Mar, 2021 at 7:17 PM
To: balu.lokhande24@gmail.com

[Quoted text hidden]

Gmail anusha mehendale <mehendaleanusha@gmail.com>

Cognizant Final Selection

1 message

KBjoshi BCA Placements <kbjoshibcaplacement@gmail.com> Tue, Mar 16, 2021 at 9:37 AM
To: "from: Rupali Saraf" <kbjoshibcaplacement@gmail.com>
Cc: swati.sayankar@maharshikarve.org
Bcc: mehendaleanusha@gmail.com

Dear Candidate ,

Congratulations for selection in Cognizant !!

Kindly find the attachment of Continuous Skill Development (CSD) program and respond back to the mail within 3 days about your willingness to accept the offer

Thanks and Regards

Team Placement

Mandatory CSD Program.pdf
389K

Dear Students,

Prior to joining Cognizant, you must successfully complete the prescribed **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 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 till 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 **Continuous Skill Development program**, Cognizant may at its sole discretion revoke this offer of employment.

Continuous Skill Development (CSD) Program:

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.

There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement and invites disciplinary action including the right to revoke the offer made. 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

Post joining:

Cognizant continues to invest in skill building of the entry-level talent and entry level **training** is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

The Cognizant Continuous Skill Development (CSD) completion qualify as the entry criteria to the entry level training and is used as basis towards your allocation to projects/roles.

Regards,
Human Resources – GenC Program,
Cognizant Technology Solutions

HIGHLY CONFIDENTIAL

30-March-2021

Simran Kishor Duggal
Bramha Suncity, Flat No 602, Block No-C-4, Wadgaonsheri, Pune, Maharashtra - 411014.

Dear Simran,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited.** The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**

Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: Simran.

NAME: Simran Kishor Duggal

DATE: 12-04-2021

HIGHLY CONFIDENTIAL

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	Simran Kishor Duggal	
Designation	Trainee	
Band	J	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
Component (B) - Retirals [2]		
Provident Fund (Company Contribution)	1,800.00	21,600.00
Total Fixed Pay (A+B)	**23,364.49**	**280,373.83**
Component (C) - Target GSTIP [3]		
Target GSTIP is @ 7% of Fixed Pay	1,635.51	19,626.17
Total Target Cash [4] (Fixed Pay + GSTIP)	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
2. Retirals includes Provident Fund @ 12% of Basic Salary which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund
3. GSTIP is Global Short Term Incentive Plan - GSTIP pay-out is subject to Company & Employee performance as per applicable GSTIP Plan and continued employment with VSS India on the date of pay-out
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target GSTIP. Fixed pay includes Retiral Benefit

Gratuity: 4.81% of Annual Basic Salary. Pay-out as per Gratuity Act. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

Taxation:
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

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Annexure 2 – Monthly/ Annual Benefits:

	Monthly/ Annual Benefits	Details
Medical Benefits	Group Personal Accident Insurance (GPA)	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive **INR 25,00,000** as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life Insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for **INR 25,00,000**
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). **Self - INR 2,00,000** **Spouse -INR 1,00,000** **Child 1- INR 1,00,000** **Child 2 - INR 1,00,000** The premium for ensuring this cover is borne by the organization. A co-pay will be applicable for all Self, Spouse & Children claims. You may also **opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount.** A co-pay of will be applicable to Parental claims.
Communication Benefits	Vodafone Smartphone Program	You will be entitled to get a 'Smart Phone Allowance' of **INR 11,000 every 2 years** (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	Leave entitlement as per policy	You will be entitled to below type of leaves: **Privilege leave (annual leave) of 22 days** **Sick leave - 7 Days** **Casual leave - 7 Days** In addition, there will be **11 calendar holidays.** Maternity & Parenting leave applicable as per Company's Policy

CONFIDENTIAL INFORMATION

"**Confidential Information**" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.

b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.

c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.

e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: Simran .

NAME: Simran Kishor Duggal

DATE: 12-04-2021

HIGHLY CONFIDENTIAL

Let's be absolutely safe



Always wear a helmet while riding



Do not talk on phone while driving



Never drive under the influence of alcohol or illegal drugs



Electrical problems should only be fixed by qualified workers



Never exceed speed limits



Use suitable protective equipment and attach safety harness while working at heights



Always wear your seatbelt while driving

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

vodafone

Registered Address: **Vodafone India Services Private Limited**, Indiabulls Finance Centre, 1201, 12th Floor,Tower- 1, Senapati Bapat Road, Elphinstone (West), Mumbai 400013, Maharashtra India (CIN: U64201MH1999PTC294960)

General

07-April-2021

Isha Sanjay Goyal
18 A/1 Phase 2, Hermes heritage, Besides shayadri hospital, Shastri Nagar, Pune Yerwada - MH 411006

Dear Isha,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

C2 General

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**



_____
Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	**Isha Sanjay Goyal**	
Designation	**Trainee**	
Band	**J**	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
Component (B) - Retirals [2]		
Provident Fund (Company Contribution)	1,800.00	21,600.00
Total Fixed Pay (A+B)	**23,364.49**	**280,373.83**
Component (C) - Target GSTIP [3]		
Target GSTIP is @ 7% of Fixed Pay	1,635.51	19,626.17
Total Target Cash [4] **(Fixed Pay + GSTIP)**	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
2. Retirals includes Provident Fund @ 12% of Basic Salary which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund
3. GSTIP is Global Short Term Incentive Plan - GSTIP pay-out is subject to Company & Employee performance as per applicable GSTIP Plan and continued employment with VSS India on the date of pay-out
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target GSTIP. Fixed pay includes Retiral Benefit

Gratuity: 4.81% of Annual Basic Salary. Pay-out as per Gratuity Act. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

Taxation:
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

Annexure 2 – Monthly/ Annual Benefits:

	Monthly/ Annual Benefits	Details
Medical Benefits	**Group Personal Accident Insurance (GPA)**	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive **INR 25,00,000** as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life Insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for **INR 25,00,000**
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). **Self - INR 2,00,000** **Spouse -INR 1,00,000** **Child 1- INR 1,00,000** **Child 2 - INR 1,00,000** The premium for ensuring this cover is borne by the organization. A co-pay will be applicable for all Self, Spouse & Children claims. You may also **opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount.** A co-pay of will be applicable to Parental claims.
Communication Benefits	**Vodafone Smartphone Program**	You will be entitled to get a 'Smart Phone Allowance' of **INR 11,000 every 2 years** (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	**Leave entitlement as per policy**	You will be entitled to below type of leaves: **Privilege leave (annual leave) of 22 days** **Sick leave - 7 Days** **Casual leave - 7 Days** In addition, there will be **11 calendar holidays.** Maternity & Parenting leave applicable as per Company's Policy

CONFIDENTIAL INFORMATION

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a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.

b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.

c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.

e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: _____

NAME: _____

DATE: _____

Let's be absolutely safe



Always wear a helmet while riding



Do not talk on phone while driving



Never drive under the influence of alcohol or illegal drugs



Electrical problems should only be fixed by qualified workers



Never exceed speed limits



Use suitable protective equipment and attach safety harness while working at heights



Always wear your seatbelt while driving

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

vodafone

Let's Solve

Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Isha Chauhan

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Isha Chauhan,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. **Background Verification**

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



_____

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

_____

Signature and Date

LTI
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ANNEXURE-1

Name	: Isha Chauhan	Date	: February 23, 2021
Salary Grade	: AT1		

Components	Rs. p.a.	Rs. p.m.
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

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Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
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ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	**BSC,BCA,BCS**
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No year drop allowed.**
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• **No** Re-attempts/ATKTs/Backlogs/Arrears allowed in the **final semester of any course** • **Any pending** Re-attempts/ATKTs/Backlogs/Arrears in the **current course** (obtained after the interview process) **must be attempted and cleared** with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institution Name: _____

Mobile No: _____

Date of interview process: _____

August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Poorvi Anilkumar Sharma

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Poorvi Anilkumar Sharma

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 17, 2021		
NAME	Poorvi Anilkumar Sharma	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune

Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	180000
2. Annual Flexible Benefit Plan (FBP)	95000
Annual Reference Salary	275000

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

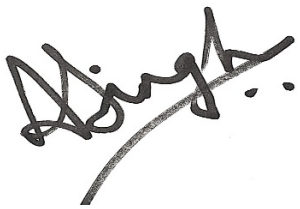
premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE 

PRINTED NAME Poorvi Anilkumar Sharma

DATE OF JOINING 31/AUG/2021

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) “Flat” Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :002IOW744 Date Of Hire : 31/08/2021

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

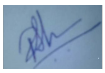
10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Poorvi Anilkumar Sharma		002IOW744	
Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

August 14, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Shatakshi Vikas Boyatkar

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 14, 2021

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Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Shatakshi Vikas Boyatkar

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 14, 2021		
NAME	Shatakshi Vikas Boyatkar	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune
Compensation Components		IBM Offer (in INR)	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
Annual Reference Salary		275000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

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Ubisoft Entertainment India Private Limited
Level 5. B-3, Kumar Cerebrum, Kalyani Nagar,
Pune-411006

Followed by: Rony Mathai **09-August-2021**

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter the "NDA") is made by and between UBISOFT Entertainment India Private Limited (hereinafter "UBISOFT"), and **Uzma Shaikh (Employee ID: 78988)** with an address at **Durrani Complex Building No K Flat No 4 Duggad Marathi School Kondhwa Khurd Pune Maharashtra 411048** (hereinafter "the Employee"), relating to the disclosure of confidential information and materials.

UBISOFT and the Employee being hereinafter jointly referred to as the "Parties".

Given the fact that, among other things, UBISOFT, its parent company and its affiliates operate a highly creative and specialized high-tech business, and that they have devoted considerable human and financial resources to the research and development of operating and production methods, applications, procedures and ideas, the Employee acknowledges that the undertaking of nondisclosure constitutes a basis for and is of the essence of his Employment Contract.

The Parties hereto mutually agree as follows:

1. Definition of the Confidential Information. "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by UBISOFT, including but not limited to any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, business plans, new products, contracts, proposals, documents, mechanical and electronic design drawings, logos, title, design, script, schedule, language, report, analysis, process data, program, source codes, object codes, research, prototype, survey, new technologies, trade secret, production plans, publicity plans, specifications, test procedures, schematics, writings, materials, methods, operations, procedures, marketing techniques, marketing plans, strategies, financial information, financial statements, customer and other business data and other information (hereinafter collectively referred to as the "Confidential Information"), which is disclosed by UBISOFT or by its Affiliates on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or visually to the Employee or any of its other employees or directors.

2. Exceptions to non-disclosure. The obligations imposed upon the Employee herein shall not apply to Confidential Information which is (i) or becomes generally available to the public through no wrongful act of the employee; (ii) independently developed by the employee; (iii) received lawfully from a third party without restriction and without breach of this NDA; (iv) required by any judicial or governmental request, requirement or order, provided that the Employee will take reasonable steps to give the UBISOFT sufficient prior notice in order to contest such request, requirement or order. In any such event, the Employee will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed. The Employee shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials.

3. Consequences of disclosure. The Employee understands and acknowledges that Confidential Information had been developed or obtained by UBISOFT by the investment of significant time, effort and expense. The Employee recognizes that the unauthorized use or disclosure of any Confidential Information disclosed by UBISOFT would cause irreparable injury to UBISOFT. The Employee agrees that, in addition to other available legal or equitable remedies and damages, UBISOFT shall be entitled to a temporary injunction to restrain

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threatened or actual violation hereof by the Employee, its agents, servants, employers, employees, and all other persons acting thereof.

The Employee shall notify UBISOFT, by written notice, immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA and will cooperate with UBISOFT in every reasonable way to help UBISOFT to regain possession of the Confidential Information to prevent its further unauthorized use.

4. Term. During the period of his employment or at any time after his termination, Confidential Information shall not be disclosed by the Employee to any third parties.

5. Access to Confidential Information. Release, access to and/or use of disclosed Confidential Information shall be restricted to those employees, directors and attorneys of the Employee who have a need to know the Confidential Information with respect to the Purpose. The Employee shall cause all its employees, directors and attorneys to be bound by and to comply with all of the terms and conditions of this NDA. The Employee shall not disclose the Confidential Information to any Affiliates or any third party without the prior written consent of UBISOFT.
For the purpose of this NDA "Affiliates" shall mean any of the Parties' affiliated, related and/or parents, subsidiary entities and their respective employees and directors.

6. Use of Confidential Information The Employee shall use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care. Except as otherwise expressly provided in this NDA, the Employee shall not (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information without the prior written consent of UBISOFT ; (iii) use any Confidential Information obtained from the Disclosing Party to its competitive advantage.. All Confidential Information furnished by UBISOFT to the employee shall be used solely in connection with the Purpose. All Confidential Information made available hereunder, including all copies, notes, summaries, and abstracts thereof, shall be returned to UBISOFT.

7. Property All rights in and title to the Confidential Information supplied by UBISOFT is and shall remain its exclusive ownership. Neither the execution and delivery of this NDA, nor the furnishing of any Confidential Information by UBISOFT shall be construed as granting to the employee, either expressly, by implication, estoppels or otherwise, any license to use or exploit any Confidential Information.

8. Return of the Confidential Information. Immediately upon request of UBISOFT, the Employee shall return to UBISOFT all Confidential Information made available hereunder, including all documents and other materials embodying Confidential Information and any and all copies thereof.

9. Confidentiality of the relationship. The Parties shall not make any public statement or comment on the existence or provisions of this NDA, or the existence or content of a relationship between the Parties, without the prior written consent of the other party.

10. Limitations. No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate UBISOFT to (i) enter into any further agreement or negotiation with the employee or; (ii) make any further disclosure to the employee; (iii) refrain from entering into any negotiation or agreement with any third

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party regarding a similar purpose; or (iv) refrain from pursuing its business in whatever manner it elects even if this involves competing with the employee.

11. Porte Folio. The Employee may not include in a portfolio any documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material belonging to UBISOFT or relating to its business or that of its parent company and their affiliates unless he obtains the prior written consent of UBISOFT.

12. Return. The Employee agrees that, upon the termination of his employment, he shall return to UBISOFT, without reproducing or transmitting them in any manner whatsoever, all documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material which belong to UBISOFT or which relate to its business or that of its parent company and their affiliates which are in his possession or under his control.

13. General Provisions

13.1 This NDA constitutes the entire agreement between the Parties with respect to the subject matter of this NDA and supersedes any and all prior or contemporaneous oral or written representations relating thereto.

13.2 Any notices required by this NDA shall be in writing and shall be given by hand or sent by mail to the Employee.

13.3 If any term or provision of this NDA shall be held illegal or unenforceable, it is to that extent omitted and the validity or enforceability of the remainder of this NDA shall not be affected.

13.4 This NDA shall not be assigned by either Party, except upon prior written consent of the other Party.

13.5 It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

13.6 The validity of this NDA and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of India. IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this NDA, and that by signing this NDA they agree to be bound by all terms, conditions, and obligations contained herein.

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Uzma Shaikh
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Uzma Shaikh

DocuSigned by:
Sheetal Mane
B41475566A604FE...

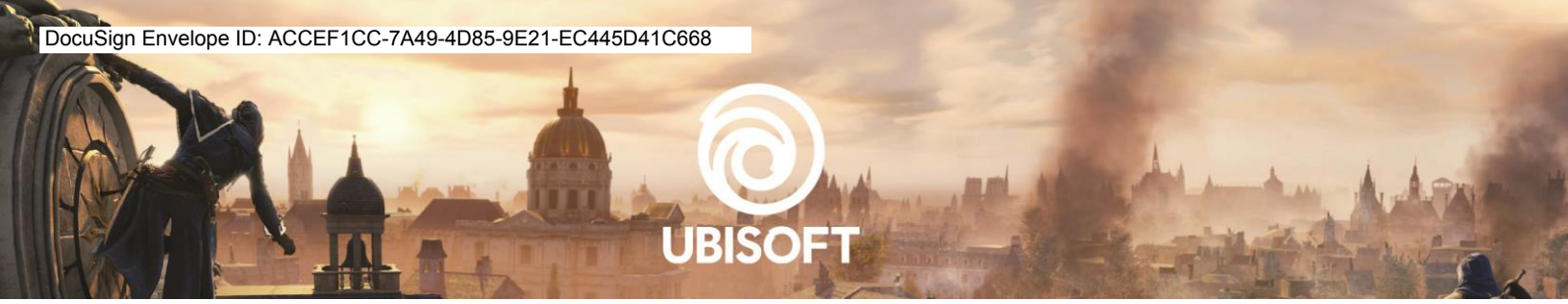
On Behalf of Samira Chabani – Director Human Resources

For UBISOFT Entertainment India Private Limited

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Ubisoft Entertainment India Private Ltd.
Level 5, B-3,Kumar Cerebrum,
Kalyani Nagar, Pune- 411006

09-August-21

Uzma Shaikh
Durrani Complex Building No K Flat No 4 Duggad Marathi School Kondhwa Khurd Pune Maharashtra 411048

Followed By: Rony Mathai

Dear Uzma Shaikh,
Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune **("Ubisoft" or the "company")** for the post **"Junior Game Tester (L0)",** as per the terms of reference given below.

Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.

2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.

3. Subject to your accepting this appointment letter and reporting to duty on, **09-August-21** your appointment is effective from the date of joining. **You shall be on a contract period for 1 year from the date of joining.** You shall be on a probationary period of **six months**, at the end of the probationary period, your performance will be reviewed and if found satisfactory, the contract period can be further extended, reduced or waived at the discretion of the management. During the probationary period, either party may terminate this appointment by giving **15 days**' notice or payment of salary in lieu thereof.

   After successful completion of six months contract, either party may terminate this appointment by **1 month** in writing or payment of salary in lieu thereof.

   At the end of the contract term, the duration may be extended, on such terms and conditions as may be mutually agreed by the parties.

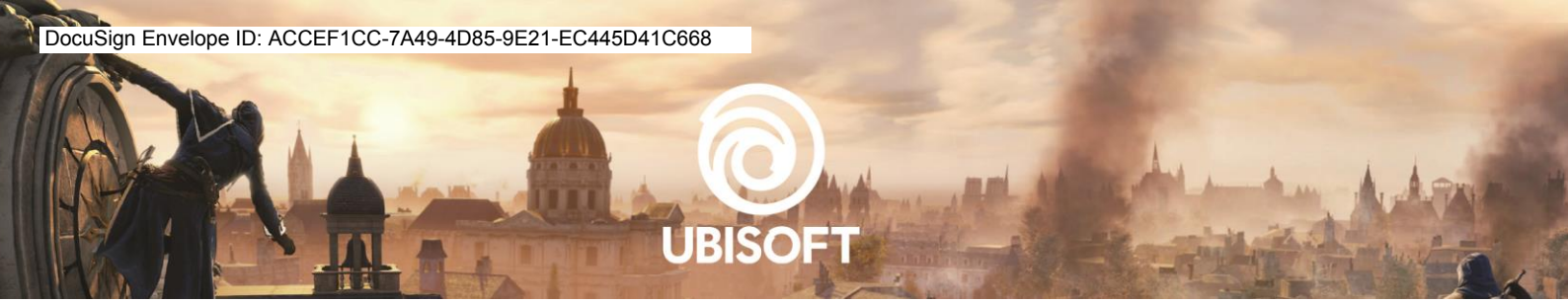
   Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of

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remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

6. You will be entitled to twenty-three (23) working days leave per annum based on date of joining, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.

7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.

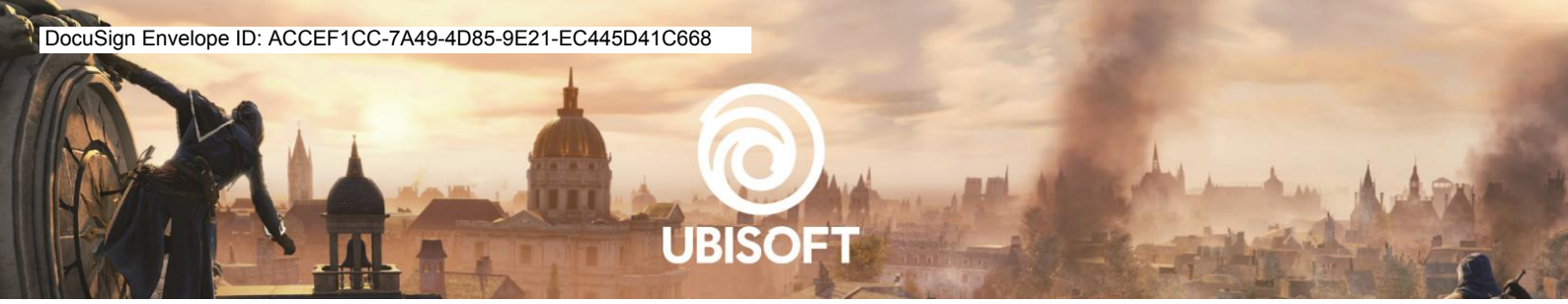
8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.

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9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.

10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].

11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.

12. The Employee shall not, during the Restricted Period, directly or indirectly, solicit or encourage any customer or prospective customer of the Company to terminate or diminish its relationship with any of them, or to conduct with any person any business or activity which such customer conducts or proposes to conduct with the Company.

13. Ubisoft acknowledges that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, either during or after termination of employment, for yourself or for the benefit of any third party, except as required in your duties to the Company, any proprietary/confidential information, whether or not developed by you, unless you first obtain approval from the management or unless and until such information shall have become general public knowledge by any means other than disclosure by you. Your obligations of confidence and non-use shall survive termination of his employment with the Company.

14. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Ubisoft or its subsidiaries or affiliates, except with prior written approval.

15. Your gross annual compensation (Cost to Company) shall be **INR 261,036.00 p.a. Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** and shall be subject to statutory deductions such as Income Tax, Profession Tax, Provident Fund, etc. The detailed breakup of your gross annual compensation shall be provided you at a later date. Ubisoft assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Ubisoft may from to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied with as an employer.

16. All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Ubisoft and you confirm and agree that you shall not be entitled to claim any rights over such intellectual property. If required by Ubisoft, during or after the term of this engagement, you shall assign and transfer in favour of Ubisoft or, at the request of Ubisoft, in favor of any of

Ubisoft Entertainment **India Private Limited**
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its subsidiary, affiliate or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Ubisoft may require, to effectually vest in Ubisoft, any of its subsidiary, affiliate or customers as Ubisoft may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

17. You will undergo intensive training in the Company for a period of six months for which the Company will incur substantial expenditure on training, material, and expenses. You agree that in consideration thereof you will serve the Company at least for a period of 06 months from the date of completion of six months' probation failing which you agree to pay a sum of INR 40000/- as liquidated damages to the Company for the loss suffered by the Company due to your not completing the agreed period of employment. You agree that the sum of liquidated damages is a genuine pre-estimate of the cost the Company will incur on your training.

18. The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Ubisoft. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,
For Ubisoft Entertainment India Private Limited,

Authorized Signatory: Samira Chabani – Director Human Resources

Date: 09-August-21

19. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Uzma Shaikh

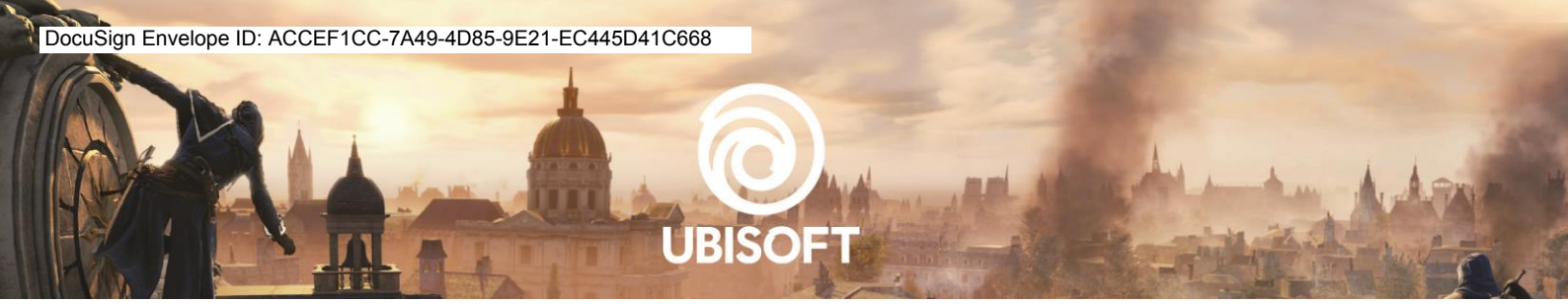
Signature: DocuSigned by: Uzma Shaikh

Date: 8/8/2021

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Annexure A

Position Title: **Junior Game Tester (L0)**

Total Cost to Company (CTC): **INR 261,036.00 p.a.**

Your compensation is **Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

This amount includes all benefits and variable pay if any as described below and may be varied from time to time subject to Ubisoft's discretion.

Salary Structure:

Components	**Monthly(in Rs)**	**Annual(in Rs)**
Basic	12,022	144264
HRA	3,607	43,279
Entertainment Allowance	1,945	23,344
Employer's Contribution to PF	1,676	20,113
Fixed CTC (A)	**19,250**	**231,000**
Gratuity	578	6,936
**Bonus	1,925	23,100
Total CTC (B)	**21,753**	**261,036**
Deductions	**Monthly(in Rs)**	**Annual(in Rs)**
Employer's Contribution to PF	1,676	20,113
Employee's Contribution to PF	1,676	20,113
Income Tax	…	…
Sodexo Meal Coupons	…	…
Professional Tax	200	2,500
Total Deductions (C)	**3,552**	**42,726**
	Monthly(in Rs)	**Annual(in Rs)**
Net take salary =(A)-(C)	**15,698**	**188,274**
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

Bonus: You will be eligible for a Bonus payout, which is calculated at 10% on fixed CTC as mentioned in the compensation details above. The mode of payment for Financial Year will be as follows.

No Bonus will be paid during the first Six months of the contract.

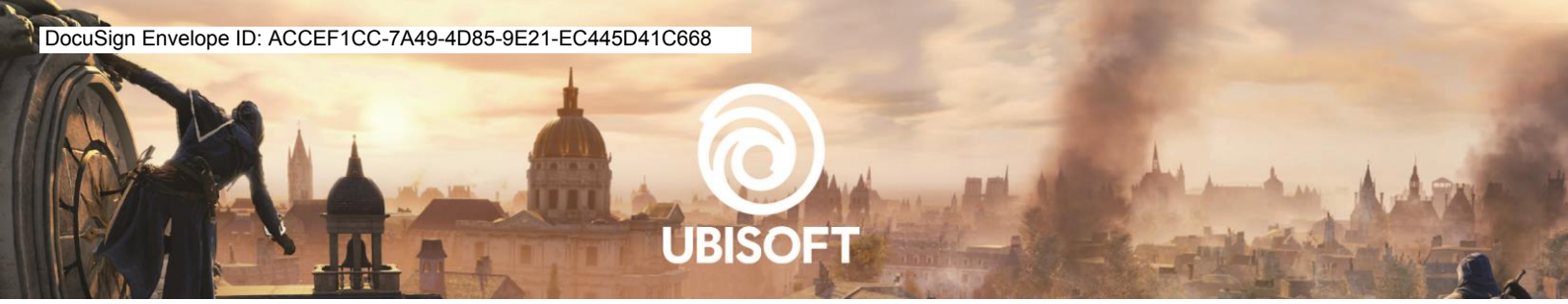
Bonus payout amount will be retroacted from date of joining after successful completion of six months contract/probation. Amount of Bonus paid will be purely based on the company's and individual performance.

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**** In Lieu of Statutory Bonus**

Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.

Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

Annexure B
Employee Benefits:

A) Mediclaim Insurance:

- You and your family (Spouse and up to 2 Kids) are covered under Mediclaim Insurance.
- Coverage limit is up to 3 lakhs.

B) Life Insurance:

- You will be covered under Life Insurance Policy
- Coverage: 2 times of your Fixed CTC with minimum of 5 lakhs coverage.

C) The Company will provide Free of Cost Breakfast and Subsidized Lunch.

For Ubisoft Entertainment India Private Ltd.

Authorized Signatory: Samira Chabani – Director Human Resources

Employee Acceptance

Name: Uzma Shaikh

Signature: DocuSigned by: Uzma Shaikh 7F904AD1306C477...

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Ubisoft Entertainment India Private Ltd.
Level 5, B-3,Kumar Cerebrum,
Kalyani Nagar, Pune- 411006

02-August-21

Akanksha Kshirsagar
S no 6/2 Mangal Murti height flat no 301 , IT Park Near Phase 1 Rakshak Nagar Kharadi Chandannagar Pune Maharashtra 411014

Followed By: Rony Mathai

Dear Akanksha Kshirsagar,
Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune **("Ubisoft" or the "company")** for the post **"Junior Game Tester (L0)",** as per the terms of reference given below.

Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.

2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.

3. Subject to your accepting this appointment letter and reporting to duty on, **02-August-21** your appointment is effective from the date of joining. **You shall be on a contract period for 1 year from the date of joining.** You shall be on a probationary period of **six months**, at the end of the probationary period, your performance will be reviewed and if found satisfactory, the contract period can be further extended, reduced or waived at the discretion of the management. During the probationary period, either party may terminate this appointment by giving **15 days**' notice or payment of salary in lieu thereof.

   After successful completion of six months contract, either party may terminate this appointment by **1 month** in writing or payment of salary in lieu thereof.

   At the end of the contract term, the duration may be extended, on such terms and conditions as may be mutually agreed by the parties.

   Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of

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DS Akanksha

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remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

6. You will be entitled to twenty-three (23) working days leave per annum based on date of joining, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.

7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.

8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.

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DS Kanksha

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9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.

10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].

11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.

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Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,
For Ubisoft Entertainment India Private Limited,

Authorized Signatory: Samira Chabani – Director Human Resources

Date: 02-August-21

19. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Akanksha Kshirsagar

Signature: DocuSigned by: Akanksha D8336A1F0335432...

Date: 8/2/2021

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Annexure A

Position Title: **Junior Game Tester (L0)**

Total Cost to Company (CTC): **INR 261,036.00 p.a.**

Your compensation is **Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

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Net take salary =(A)-(C)	**15,698**	**188,274**
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

Bonus: You will be eligible for a Bonus payout, which is calculated at 10% on fixed CTC as mentioned in the compensation details above. The mode of payment for Financial Year will be as follows.

No Bonus will be paid during the first Six months of the contract.

Bonus payout amount will be retroacted from date of joining after successful completion of six months contract/probation. Amount of Bonus paid will be purely based on the company's and individual performance.

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**** In Lieu of Statutory Bonus**

Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.

Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

Annexure B
Employee Benefits:

A) Mediclaim Insurance:

- You and your family (Spouse and up to 2 Kids) are covered under Mediclaim Insurance.
- Coverage limit is up to 3 lakhs.

B) Life Insurance:

- You will be covered under Life Insurance Policy
- Coverage: 2 times of your Fixed CTC with minimum of 5 lakhs coverage.

C) The Company will provide Free of Cost Breakfast and Subsidized Lunch.

For Ubisoft Entertainment India Private Ltd.

Authorized Signatory: Samira Chabani – Director Human Resources

Employee Acceptance

Name: Akanksha Kshirsagar

Signature: DocuSigned by: Akanksha

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Level 5, B-3,Kumar Cerebrum,
Kalyani Nagar, Pune- 411006

09-August-21

Rohin Shaikh
Loheagaon Road Masjid Galli Indira Nagar Barma Shel Lohegaon Pune City IAF Station Pune Maharashtra 411032

Followed By: Rony Mathai

Dear Rohin Shaikh,
Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune **("Ubisoft" or the "company")** for the post **"Junior Game Tester (L0)",** as per the terms of reference given below.

Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.

2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.

3. Subject to your accepting this appointment letter and reporting to duty on, **09-August-21** your appointment is effective from the date of joining. **You shall be on a contract period for 1 year from the date of joining.** You shall be on a probationary period of **six months**, at the end of the probationary period, your performance will be reviewed and if found satisfactory, the contract period can be further extended, reduced or waived at the discretion of the management. During the probationary period, either party may terminate this appointment by giving **15 days**' notice or payment of salary in lieu thereof.

   After successful completion of six months contract, either party may terminate this appointment by **1 month** in writing or payment of salary in lieu thereof.

   At the end of the contract term, the duration may be extended, on such terms and conditions as may be mutually agreed by the parties.

   Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of

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remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

6. You will be entitled to twenty-three (23) working days leave per annum based on date of joining, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.

7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.

8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.

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9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.

10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].

11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.

12. The Employee shall not, during the Restricted Period, directly or indirectly, solicit or encourage any customer or prospective customer of the Company to terminate or diminish its relationship with any of them, or to conduct with any person any business or activity which such customer conducts or proposes to conduct with the Company.

13. Ubisoft acknowledges that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, either during or after termination of employment, for yourself or for the benefit of any third party, except as required in your duties to the Company, any proprietary/confidential information, whether or not developed by you, unless you first obtain approval from the management or unless and until such information shall have become general public knowledge by any means other than disclosure by you. Your obligations of confidence and non-use shall survive termination of his employment with the Company.

14. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Ubisoft or its subsidiaries or affiliates, except with prior written approval.

15. Your gross annual compensation (Cost to Company) shall be **INR 261,036.00 p.a. Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** and shall be subject to statutory deductions such as Income Tax, Profession Tax, Provident Fund, etc. The detailed breakup of your gross annual compensation shall be provided you at a later date. Ubisoft assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Ubisoft may from to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied with as an employer.

16. All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Ubisoft and you confirm and agree that you shall not be entitled to claim any rights over such intellectual property. If required by Ubisoft, during or after the term of this engagement, you shall assign and transfer in favour of Ubisoft or, at the request of Ubisoft, in favor of any of

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its subsidiary, affiliate or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Ubisoft may require, to effectually vest in Ubisoft, any of its subsidiary, affiliate or customers as Ubisoft may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

17. You will undergo intensive training in the Company for a period of six months for which the Company will incur substantial expenditure on training, material, and expenses. You agree that in consideration thereof you will serve the Company at least for a period of 06 months from the date of completion of six months' probation failing which you agree to pay a sum of INR 40000/- as liquidated damages to the Company for the loss suffered by the Company due to your not completing the agreed period of employment. You agree that the sum of liquidated damages is a genuine pre-estimate of the cost the Company will incur on your training.

18. The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Ubisoft. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,
For Ubisoft Entertainment India Private Limited,

Authorized Signatory: Samira Chabani – Director Human Resources

Date: 09-August-21

19. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Rohin Shaikh

Signature: DocuSigned by: Rohin Shaikh

Date: 8/9/2021

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Annexure A

Position Title: **Junior Game Tester (L0)**

Total Cost to Company (CTC): **INR 261,036.00 p.a.**

Your compensation is **Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

This amount includes all benefits and variable pay if any as described below and may be varied from time to time subject to Ubisoft's discretion.

Salary Structure:

Components	**Monthly(in Rs)**	**Annual(in Rs)**
Basic	12,022	144264
HRA	3,607	43,279
Entertainment Allowance	1,945	23,344
Employer's Contribution to PF	1,676	20,113
Fixed CTC (A)	**19,250**	**231,000**
Gratuity	578	6,936
**Bonus	1,925	23,100
Total CTC (B)	**21,753**	**261,036**
Deductions	**Monthly(in Rs)**	**Annual(in Rs)**
Employer's Contribution to PF	1,676	20,113
Employee's Contribution to PF	1,676	20,113
Income Tax	…	…
Sodexo Meal Coupons	…	…
Professional Tax	200	2,500
Total Deductions (C)	**3,552**	**42,726**
	Monthly(in Rs)	**Annual(in Rs)**
Net take salary =(A)-(C)	**15,698**	**188,274**
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

Bonus: You will be eligible for a Bonus payout, which is calculated at 10% on fixed CTC as mentioned in the compensation details above. The mode of payment for Financial Year will be as follows.

No Bonus will be paid during the first Six months of the contract.

Bonus payout amount will be retroacted from date of joining after successful completion of six months contract/probation. Amount of Bonus paid will be purely based on the company's and individual performance.

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**** In Lieu of Statutory Bonus**

Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.

Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

Annexure B
Employee Benefits:

A) Mediclaim Insurance:

- You and your family (Spouse and up to 2 Kids) are covered under Mediclaim Insurance.
- Coverage limit is up to 3 lakhs.

B) Life Insurance:

- You will be covered under Life Insurance Policy
- Coverage: 2 times of your Fixed CTC with minimum of 5 lakhs coverage.

C) The Company will provide Free of Cost Breakfast and Subsidized Lunch.

For Ubisoft Entertainment India Private Ltd.

Authorized Signatory: Samira Chabani – Director Human Resources

Employee Acceptance

Name: Rohin Shaikh

Signature: DocuSigned by: Rohin Shaikh 55B5A3C64A294BC...

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Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Anjali Motilal Sharma

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Anjali Motilal Sharma,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. **Background Verification**

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



_____

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

_____

Signature and Date

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ANNEXURE-1

Name : Anjali Motilal Sharma		Date : February 23, 2021
Salary Grade : AT1		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

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Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

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ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	**BSC,BCA,BCS**
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No year drop allowed.**
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• **No** Re-attempts/ATKTs/Backlogs/Arrears allowed in the **final semester of any course** • **Any pending** Re-attempts/ATKTs/Backlogs/Arrears in the **current course** (obtained after the interview process) **must be attempted and cleared** with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

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Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institution Name: _____

Mobile No: _____

Date of interview process: _____

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Congratulations!
Welcome to Deloitte family!

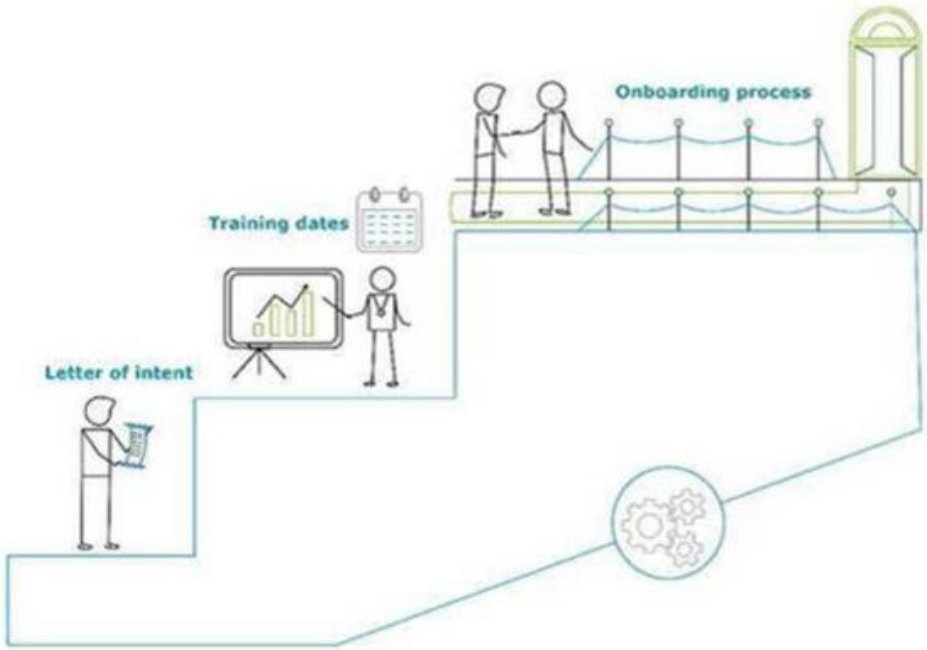
Dear Candidate,

We are pleased to inform that you are selected for the role of **Associate Analyst** with the company.

We hope you had a great experience during the selection process.

As the next immediate step, please ensure that you **apply** for your **Aadhar, PAN card and Passport** in case you do not hold either of them as these documents are required at the time of your onboarding.

Here is a quick view on how you will progress until you join us.



Dates for the stages above:

1. Letter of intent*: *March-April 2021*
2. Training and Onboarding dates: *To be confirmed post acceptance of letter of intent.*

Wipro Campus Update_LOI Inbox ×

Campus HR Team <wipro+email+s69k-c6b090a78a@talent.icims.com> Unsubscribe
to me

Fri, 5 Mar, 17:12

March 5, 2021

Dear Andrea Belsher ,
Resume Number - 20782863

Based on our discussion with you, we would like to inform you of our intent to offer you the role of **Scholar Trainee- Work Integrated Learning Program** which will be in Career Band **WASE/WIMS** of the organization.

The stack for this role is detailed below. Do reach out to us should you have any clarifications.

Period	Scholarship	ESI	Consolidated Scholarship* (INR Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*)You shall be responsible for payment of all statutory contributions, taxes, dues and levies as required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Kindly note this letter of intent shall be followed by a letter of appointment from us.

Please confirm your interest to receive offer of appointment by clicking on this link Click to Complete and accepting the contents of this communication within 15 calendar days. Your confirmation of interest is a precondition to the issuance of offer of appointment.

Yours sincerely,
For **Wipro Limited,**



Sunil Kalachar
General Manager – Talent Acquisition

This message was sent to andybelsher8@gmail.com. If you don't want to receive these emails from this company in the future, please go to:
https://wipro.icims.com/icims2/?r=F8FB20782863&contactId=4293645

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HRD/2T/1001980974/21-22 June 30, 2021

Ms. Shainy Misal
Flat No 23, Saroj Apartment
Fatima Nagar, Diamond Bakery Lane
Pune-411013
India

Ph: +91-9890837961

Dear Shainy,

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: 2021.06.30 16:16:08 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

Company Confidential - This communication is confidential between you and Infosys Limited

HRD/1001980974/21-22 June 30, 2021

Ms. Shainy Misal
Flat No 23, Saroj Apartment
Fatima Nagar, Diamond Bakery Lane
Pune-411013
India

Ph: +91-9890837961

Dear Shainy,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **22-Jul-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.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

Agreement

Our offer to you as **Operations Executive** 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.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. 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 condemnation of delay in submission of the same will be at the Company's discretion.

Passport and Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Compensation and Benefits

Salary

Your Total Gross Salary will be INR **18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of **INR 461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

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.

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 4,00,000** 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 6,200,000** of which **INR 3,200,000** is covered towards natural death, and **INR 3,000,000** 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 200** . 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 an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2020-21. These eligibility criteria for the Role of an Operations Executive, has already been clearly communicated to you and your college during the selection process. You will 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 produce all marks sheets and other relevant documents, at least till the penultimate semester. 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.

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 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.

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.

Your employment will be governed by the rules, regulations and policies of the Company.
The terms of this offer letter shall remain confidential and are not to be disclosed to any third party.
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 Richard Lobo
Date: 2021.06.30 16:16:08 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)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	**Ms. Shainy Misal**
ROLE	**Operations Executive**
ROLE DESIGNATION	**Operations Executive - Trainee**

1. MONTHLY COMPONENTS	
BASIC SALARY	13,582
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,580
MONTHLY GROSS SALARY	**16,162**

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	136

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,630
GRATUITY - 4.81% of Basic Salary*	653
FIXED GROSS SALARY (1+2+3)	**18,581**
TOTAL GROSS SALARY	**18,581**

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	Nil	12	Nil

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

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

Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.

Let's Solve

Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Muskaan Laxman Laungani

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Muskaan Laxman Laungani,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. **Background Verification**

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



_____

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

_____

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name : Muskaan Laxman Laungani		Date : February 23, 2021
Salary Grade : AT1		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

Let's Solve

Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	**BSC,BCA,BCS**
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No year drop allowed.**
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• **No** Re-attempts/ATKTs/Backlogs/Arrears allowed in the **final semester of any course** • **Any pending** Re-attempts/ATKTs/Backlogs/Arrears in the **current course** (obtained after the interview process) **must be attempted and cleared** with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institution Name: _____

Mobile No: _____

Date of interview process: _____

LTI
Let's Solve

Date: February 23, 2021
Ref: LTI/HR/Campus/NE1/2021
Name: Mayuri Shrikrishna Sapkal
College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Mayuri Shrikrishna Sapkal,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

LTI
Let's Solve

4. **Background Verification**
   As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**
   You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**
   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

   Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

Signature and Date

26/02/2021

LTI
Let's Solve

ANNEXURE-1

Name : Mayuri Shrikrishna Sapkal		Date : February 23, 2021
Salary Grade : AT1		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

LTI
Let's Solve

Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	BSC,BCA,BCS
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. No year drop allowed.
Course must complete in:	3 years
SSC, HSC , Diploma (If applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(If applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

LTI
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Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: Mayuri

Name: Mayuri Shrikrishna dapkal

Institution Name: St Mira's College for Girls

Mobile No: 7359097348

Date of interview process: 15/02/2021

Let's Solve

Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Hadiya Parkar

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Hadiya Parkar,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. **Background Verification**

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



_____

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

_____

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name	: Hadiya Parkar	Date	: February 23, 2021
Salary Grade	: AT1		

Components	Rs. p.a.	Rs. p.m.
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

Let's Solve

Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	**BSC,BCA,BCS**
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No year drop allowed.**
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• **No** Re-attempts/ATKTs/Backlogs/Arrears allowed in the **final semester of any course** • **Any pending** Re-attempts/ATKTs/Backlogs/Arrears in the **current course** (obtained after the interview process) **must be attempted and cleared** with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institution Name: _____

Mobile No: _____

Date of interview process: _____

LTI
Let's Solve

Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Anushree Ambavale

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Anushree Ambavale,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'**.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

LTI

4. **Background Verification**
   As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**
   You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**
   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

   Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

Signature and Date 26-2-21

LTI

ANNEXURE-1

Name	Anushree Ambavale	Date	February 23, 2021
Salary Grade	AT1		
Components		Rs. p.a.	Rs. p.m.
Basic			15,000
Bouquet of Benefits			3,000
A. Base Salary (PA)		216,000	18,000
Annual Incentive		10,000	
B. Total Variable (PA)		10,000	
C. Total Target Cash (A+B)		226,000	
Provident Fund (PF)		21,600	1,800
Gratuity		8,664	722
Mediclaim Premium		6,773	
D. Retirals & Other Benefits		37,037	
Cost to Company (CTC) C+D		263,037	

Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB)**.

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	BSC,BCA,BCS
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No year drop allowed.**
Course must complete in:	3 years
SSC, HSC , Diploma (If applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• **No** Re-attempts/ATKTs/Backlogs/Arrears allowed in the **final semester of any course** • **Any pending** Re-attempts/ATKTs/Backlogs/Arrears in the **current course** (obtained after the interview process) **must be attempted and cleared** with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

LTI
Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: Ambavale

Name: Anushree Chandrashekhar Ambavale

Institution Name: St. Mira's College For Girls, Pune.

Mobile No: 8668651307

Date of interview process: 15 February 2021

LTI
Let's Solve

Date: February 23, 2021

Ref: LTI/HR/Campus/NE1/2021

Name: Srushti Kulkarni

College: St. Mira's College For Girls

OFFER OF EMPLOYMENT

Dear Srushti Kulkarni,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.2,63,037/-** as per the details mentioned in **'Annexure-1'.**

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in **'Annexure-2'**.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. **Increments and Promotions**
   Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. **Overseas Deputation/International Assignment**
   It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.
   Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. **Documents**
   Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

LTI
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4. **Background Verification**
As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. **Service Agreement**
You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. **Letter Acceptance**
If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (*https:\\campbuzz.lntinfotech.com*) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.
According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.

N Govekar

Nikhil Govekar
Associate Director -
Campus Recruitment,
Learning & OD

I have read the letter and accept the same.

Kulkarni & 26th February, 2021

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name : Srushti Kulkarni		Date : February 23, 2021
Salary Grade : AT1		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15,000
Bouquet of Benefits		3,000
A. Base Salary (PA)	**216,000**	**18,000**
Annual Incentive	10,000	
B. Total Variable (PA)	**10,000**	
C. Total Target Cash (A+B)	**226,000**	
Provident Fund (PF)	21,600	1,800
Gratuity	8,664	722
Mediclaim Premium	6,773	
D. Retirals & Other Benefits	**37,037**	
Cost to Company (CTC) C+D	**263,037**	

LTI
Let's Solve

Medical Insurance Premium:
The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:
1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year 2021 Batch	
Qualification	BSC,BCA,BCS
Branches:	Computer Science/Information Technology/Information Science and Electronics
Age Criteria: As on 1st July of Passing year (2021)	Less than 23 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. No year drop allowed.
Course must complete in:	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	50% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma(if applicable),Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered. • Aggsregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation)	• Not more than 2 active/live backlogs allowed during the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared with the final semester examinations
Nature of Course:	All Full Time courses Only
Year of Passing:	2021 SUMMER pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Service Agreement:	Signing a Service Agreement for a period of 2 years starting from the date of joining
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirement. Non-performance during training/on the job phase is subjected to separation from the organization

LTI
Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.

5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview pocess.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: Kulkarni

Name: Srushti Pradeep Kulkarni

Institution Name: St. Mira's College for Girls.

Mobile No: 8793107489

Date of interview process: 16th February, 2021

26-March-2021

Shivani Kumari
Bishunpur Diha, Samastipur, Bihar - 848209

Dear Shivani,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

C2 General

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**



_____
Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	**Shivani Kumari**	
Designation	**Trainee**	
Band	**J**	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
Component (B) - Retirals [2]		
Provident Fund (Company Contribution)	1,800.00	21,600.00
Total Fixed Pay (A+B)	**23,364.49**	**280,373.83**
Component (C) - Target GSTIP [3]		
Target GSTIP is @ 7% of Fixed Pay	1,635.51	19,626.17
Total Target Cash [4] **(Fixed Pay + GSTIP)**	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
2. Retirals includes Provident Fund @ 12% of Basic Salary which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund
3. GSTIP is Global Short Term Incentive Plan - GSTIP pay-out is subject to Company & Employee performance as per applicable GSTIP Plan and continued employment with VSS India on the date of pay-out
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target GSTIP. Fixed pay includes Retiral Benefit

Gratuity: 4.81% of Annual Basic Salary. Pay-out as per Gratuity Act. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

Taxation:
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

Annexure 2 – Monthly/ Annual Benefits:

	Monthly/ Annual Benefits	Details
Medical Benefits	**Group Personal Accident Insurance (GPA)**	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive **INR 25,00,000** as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life Insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for **INR 25,00,000**
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). **Self - INR 2,00,000** **Spouse -INR 1,00,000** **Child 1- INR 1,00,000** **Child 2 - INR 1,00,000** The premium for ensuring this cover is borne by the organization. A co-pay will be applicable for all Self, Spouse & Children claims. You may also **opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount.** A co-pay of will be applicable to Parental claims.
Communication Benefits	**Vodafone Smartphone Program**	You will be entitled to get a 'Smart Phone Allowance' of **INR 11,000 every 2 years** (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	**Leave entitlement as per policy**	You will be entitled to below type of leaves: **Privilege leave (annual leave) of 22 days** **Sick leave - 7 Days** **Casual leave - 7 Days** In addition, there will be **11 calendar holidays.** Maternity & Parenting leave applicable as per Company's Policy

CONFIDENTIAL INFORMATION

"**Confidential Information**" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.

b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.

c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.

e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: _____

NAME: _____

DATE: _____

Let's be absolutely safe



Always wear a helmet while riding



Do not talk on phone while driving



Never drive under the influence of alcohol or illegal drugs



Electrical problems should only be fixed by qualified workers



Never exceed speed limits



Use suitable protective equipment and attach safety harness while working at heights



Always wear your seatbelt while driving

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

vodafone

30-March-2021

Pandey Shikha Ranjeet
C/O: C. S. Auti, 1286 B, Gujar Mala, Shirur, Pune, Maharashtra

Dear Shikha,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

C2 General

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**



_____
Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	**Pandey Shikha Ranjeet**	
Designation	**Trainee**	
Band	**J**	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
Component (B) - Retirals [2]		
Provident Fund (Company Contribution)	1,800.00	21,600.00
Total Fixed Pay (A+B)	**23,364.49**	**280,373.83**
Component (C) - Target GSTIP [3]		
Target GSTIP is @ 7% of Fixed Pay	1,635.51	19,626.17
Total Target Cash [4] **(Fixed Pay + GSTIP)**	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
2. Retirals includes Provident Fund @ 12% of Basic Salary which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund
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4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target GSTIP. Fixed pay includes Retiral Benefit

Gratuity: 4.81% of Annual Basic Salary. Pay-out as per Gratuity Act. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

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All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

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	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life Insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for **INR 25,00,000**
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). **Self - INR 2,00,000** **Spouse -INR 1,00,000** **Child 1- INR 1,00,000** **Child 2 - INR 1,00,000** The premium for ensuring this cover is borne by the organization. A co-pay will be applicable for all Self, Spouse & Children claims. You may also **opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount.** A co-pay of will be applicable to Parental claims.
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	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
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"**Confidential Information**" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.

b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.

c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.

e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: _____

NAME: _____

DATE: _____

Let's be absolutely safe



Always wear a helmet while riding



Do not talk on phone while driving



Never drive under the influence of alcohol or illegal drugs



Electrical problems should only be fixed by qualified workers



Never exceed speed limits



Use suitable protective equipment and attach safety harness while working at heights



Always wear your seatbelt while driving

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

vodafone

30-March-2021

Phalguni Narendra Chanchlani
Shankar Math G -320, Poorva Nagri Society, Vaidwadi, Hadapsar I.E., Pune, Maharashtra - 411013

Dear Phalguni,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

C2 General

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**



_____
Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	**Phalguni Narendra Chanchlani**	
Designation	**Trainee**	
Band	**J**	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
Component (B) - Retirals [2]		
Provident Fund (Company Contribution)	1,800.00	21,600.00
Total Fixed Pay (A+B)	**23,364.49**	**280,373.83**
Component (C) - Target GSTIP [3]		
Target GSTIP is @ 7% of Fixed Pay	1,635.51	19,626.17
Total Target Cash [4] **(Fixed Pay + GSTIP)**	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
2. Retirals includes Provident Fund @ 12% of Basic Salary which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund
3. GSTIP is Global Short Term Incentive Plan - GSTIP pay-out is subject to Company & Employee performance as per applicable GSTIP Plan and continued employment with VSS India on the date of pay-out
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target GSTIP. Fixed pay includes Retiral Benefit

Gratuity: 4.81% of Annual Basic Salary. Pay-out as per Gratuity Act. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.

Taxation:
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)

Annexure 2 – Monthly/ Annual Benefits:

	Monthly/ Annual Benefits	Details
Medical Benefits	**Group Personal Accident Insurance (GPA)**	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive **INR 25,00,000** as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life Insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for **INR 25,00,000**
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). **Self - INR 2,00,000** **Spouse -INR 1,00,000** **Child 1- INR 1,00,000** **Child 2 - INR 1,00,000** The premium for ensuring this cover is borne by the organization. A co-pay will be applicable for all Self, Spouse & Children claims. You may also **opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount.** A co-pay of will be applicable to Parental claims.
Communication Benefits	**Vodafone Smartphone Program**	You will be entitled to get a 'Smart Phone Allowance' of **INR 11,000 every 2 years** (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	**Leave entitlement as per policy**	You will be entitled to below type of leaves: **Privilege leave (annual leave) of 22 days** **Sick leave - 7 Days** **Casual leave - 7 Days** In addition, there will be **11 calendar holidays.** Maternity & Parenting leave applicable as per Company's Policy

CONFIDENTIAL INFORMATION

"**Confidential Information**" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.

b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.

c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.

e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: _____

NAME: _____

DATE: _____

Let's be absolutely safe



Always wear a helmet while riding



Do not talk on phone while driving



Never drive under the influence of alcohol or illegal drugs



Electrical problems should only be fixed by qualified workers



Never exceed speed limits



Use suitable protective equipment and attach safety harness while working at heights



Always wear your seatbelt while driving

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

vodafone

30-March-2021

Devyani Suresh Rupeeja
1115, Shukrwar Peth, Sathe Colony, Pune, Maharashtra - 411002

Dear Devyani,

Welcome to Vodafone!

We are pleased to offer you the position of Trainee at Band J with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of posting will be based at **Pune, EON.** & Work from Home location will be based at **Pune.** Depending on the business requirement, the Company reserves the right to either instruct you to work from any of its office locations or from home which shall be at all times be based out of the above mentioned location unless otherwise instructed by the Company in writing. You are expected to maintain reasonable infrastructure at home to perform your services effectively. During employment with the Company, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad. You understand that the Company shall provide you with the necessary equipment including IT assets to perform your services efficiently. In case you decide not to join us for any reasons whatsoever and the Company's assets have been delivered to you, it shall be your responsibility to ensure that the assets are returned back to the Company as it is without any tampering. You shall be responsible for any damage to the assets provided to you by the Company before, during and post termination of your employment and you agree to the same.

2. You are expected to join as early as possible and not later than 05-July-2021 after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.

3. Your employment is subject to a **probation period of 12 months** from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and may confirm your appointment vide an appropriate "Confirmation Letter".

4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

5. This letter of intent is conditional and subject to clearance of the **pre-employment background verification** conducted by the Company.

C2 General

6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.

    - The relieving / resignation acceptance letter from your present employer
    - 3 passport size photographs & a copy of your PAN card

7. The Compensation and Benefits Program applicable at Band J is enclosed for your reference in Annexure 1 & 2.

8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.

9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.
We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**



_____
Gopal Saha
General Manager – Resourcing

ACKNOWLDEGEMENT & ACCEPTANCE
I have read and understood the above terms and conditions and hereby accept the same.

SIGNATURE: _____

NAME: _____

DATE: _____

Annexure : Compensation Details - Total Target Cash (TTC)		
Name	**Devyani Suresh Rupeeja**	
Designation	**Trainee**	
Band	**J**	
	Monthly Amount (in INR)	**Annual Amount (in INR)**
Component (A)		
Basic Salary (35% of TTC)	8,750.00	105,000.00
Housing Rent Allowance (HRA - 50% of Basic)	4,375.00	52,500.00
Management Allowance [1]	8,439.49	101,273.83
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Total Target Cash [4] **(Fixed Pay + GSTIP)**	**25,000.00**	**300,000.00**

1. Management Allowance and Target GSTIP[3] are inclusive of the interim bonus as payable under the statute
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	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of **INR 800 per month** which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
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c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.

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e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.

f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

ACKNOWLEDGEMENT & ACCEPTANCE

SIGNATURE: _____

NAME: _____

DATE: _____

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Use suitable protective equipment and attach safety harness while working at heights



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The future is exciting.
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Cognizant

07-Jun-2021

Dear Ronek Kaur Inderjeet Singh,
B.Sc., Computer Science
St Mira'S College For Girls

Candidate ID – 15746498

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 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 **251,999/-.** This includes an annual target incentive of INR **12,000 /-** 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.**284,111/-.** This includes an annual target incentive of INR **12,000/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

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

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

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) completion 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:**

Cognizant

Compensation and Benefits

Name: Ronek Kaur Inderjeet Singh **Designation:** Programmer Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1475.892857	17,711
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	5330	63,960
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	469	5,628
	Annual Gross Compensation		**220,499**
	Incentive Indication (per annum)**		12,000
	Annual Total Compensation		**232,499**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**251,999**

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

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

Leave & Vacation:

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

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

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

Provident Fund Wages:

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

Employees State Insurance:

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to
1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**** Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

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

Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;
AND

Ronek Kaur Inderjeet Singh, 21, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.
The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly

engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

By signing below,

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

6. Work Schedule

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

Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

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

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

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

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

Cognizant Technology Solutions India Private Limited **Ronek Kaur Inderjeet Singh**

Sign: _____ Sign: _____

Name: Name:

Cognizant

07-Jun-2021

Dear Sejal Agarwal,
B.Sc., Computer Science
St Mira'S College For Girls

Candidate ID – 15746765

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 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 **251,999/-.** This includes an annual target incentive of INR **12,000 /-** 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.**284,111/-.** This includes an annual target incentive of INR **12,000/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

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

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

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship:

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) completion 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:**

Cognizant

Compensation and Benefits

Name: Sejal Agarwal **Designation:** Programmer Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1475.892857	17,711
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	5330	63,960
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	469	5,628
	Annual Gross Compensation		**220,499**
	Incentive Indication (per annum)**		12,000
	Annual Total Compensation		**232,499**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**251,999**

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

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

Leave & Vacation:

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

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

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

Provident Fund Wages:

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

Employees State Insurance:

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to
1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

**** Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

***** Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

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

Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of _____between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;
AND

Sejal Agarwal, 21, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.
The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

By signing below,

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

6. Work Schedule

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

discretion and notified to you in advance.
c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;
c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and
d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.
b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations

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

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

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

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

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

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

Cognizant Technology Solutions India Private Limited **Sejal Agarwal**

Sign: _____ Sign: _____

Name: Name:

August 14, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pratibha Shankar Ghante

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 14, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pratibha Shankar Ghante

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 14, 2021		
NAME	Pratibha Shankar Ghante	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune

Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	180000
2. Annual Flexible Benefit Plan (FBP)	95000
Annual Reference Salary	275000

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)
SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) “Flat” Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

IBM CONFIDENTIAL

ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Shraddha Ganesh Gaikwad

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Shraddha Ganesh Gaikwad

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 17, 2021		
NAME	Shraddha Ganesh Gaikwad	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune

Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	180000
2. Annual Flexible Benefit Plan (FBP)	95000
Annual Reference Salary	275000

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) “Flat” Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pooja Vijaykumar Gaikwad

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 17, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Pooja Vijaykumar Gaikwad

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 17, 2021		
NAME	Pooja Vijaykumar Gaikwad	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune

Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	180000
2. Annual Flexible Benefit Plan (FBP)	95000
Annual Reference Salary	275000

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)
SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) “Flat” Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

August 16, 2021

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Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Akshra Patil

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst - Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise - you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.



August 16, 2021

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-49139999
http://www-07.ibm.com/in/careers/

Dear Akshra Patil

We are pleased to offer you the position of Analyst - Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e August 31, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune - 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
    - Voter ID card
    - Driving License
    - Aadhaar Card
    - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
    - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
    - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
    - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
    - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
    - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
    - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee

at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.

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ANNEXURE A

DATE	August 16, 2021		
NAME	Akshra Patil	BAND	3
DESIGNATION	Analyst - Risk and Compliance	LOCATION	Pune

Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	180000
2. Annual Flexible Benefit Plan (FBP)	95000
Annual Reference Salary	275000

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	**Annual Reference Salary + Retirals + Performance Linked Variable Pay**

*Company currently has performance linked variable pay program with performance measured against criteria announced at monthly or quarterly frequency. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

All salary components may be subject to restructuring or modification based on IBM policies.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal

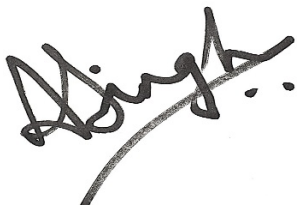
premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS

The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA



ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) “Flat” Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

**For detailed information please refer to Company policies, which are subject to change from time to time.*

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Other Benefits- Additional Information*

Group Term Life Insurance Plan:
This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:
This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)
By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)
**Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer
This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse, or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit
Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

a) in case of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.

b) In case of any injury resulting in Death or permanent total disability.

c) In case of occupational disease as defined under the Act.

** For detailed information, please refer the Company's Intranet. Company benefits, and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.

b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.

c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.

d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and

prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.

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ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # :_____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.
(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to

the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as “Excluded Developments”). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM’s business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.
I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written “None,” “Non/Applicable,” or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM

Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM’s internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term “subsidiaries,” as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date

COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

Offer Letter

Date: May 5th, 2021

Dear Chaitrali Kokate,

We are pleased to offer you the position of Data Specialist at Calvo Consulting Corporation, on behalf of Forage AI. We feel confident that you will contribute your skills and experience towards the growth of our organization.

As discussed, your annual compensation will be INR 3 lakhs per annum and your starting date will be June 14th, 2021. Please confirm your acceptance of this offer by signing the letter.

We look forward to welcoming you on board.

Regards,
Aaron Calvo
Founder and CEO
Forage AI

Chaitrali Kokate

Signature: 



Signature Certificate

Document Ref.: PVSWG-44GEU-3WINI-DPXBX

Document signed by:



Chaitrali Kokate

Verified E-mail:
kokatechaitrali@gmail.com

IP: 94.140.8.40 | Date: 02 Sep 2021 17:52:58 UTC





aaron calvo

Verified E-mail:
aaroncalvo@gmail.com

IP: 73.112.54.87 | Date: 02 Sep 2021 18:24:50 UTC



Document completed by all parties on:
02 Sep 2021 18:24:50 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

Invoice for the month of May,2021

Date – May 31, 2021
Joining Date - Jan 4, 2021

Name - Juliet Kanattu
Address: J/4 MANTRI HOUSING SOCIETY, S. T. ROAD, DAPODI RAILWAY STATION. PUNE-411012

PAN: BKOPJ9293H
Mob: - 919657202118

Bill to:	**Bank Account Details:**
Stones2Milestones Edu Services Pvt. Ltd **423A, Tower A, Spaze I-Tech park, Sohna Road, Sector 49, Gurgaon - 122018** **India** **GST NO. - 06AAMCS6511K1Z3**	**A/c Name -** Juliet Jenny **A/c No. –** 16630100036405 **Bank Name & Address:** THE FEDERAL BANK LTD Branch - Pune Aundh, Ground Floor, Supreme Square. D. P. Road, Pariharchowk. Maharashtra-411007 **IFSC Code:** FDRL0001663

Description	Amount (INR)
Professional Fee	**14025**
Deductions (if any)	**(0)**
As per section 194J of Income tax act 1961, the TDS will be deducted @ 10% on the invoice amount in excess of Rs. 30,000 during a financial year.	***(1,402.50)***
Total	**12,622.50**

This is an auto-generated Invoice

ANNEXURE

All the personal information, for example, PAN Card Details, Bank Account Details, etc. on the invoice is directly taken from the Know Your Facilitator TypeForm filled by you. Please ensure the correctness of all the details once again.

Stipend break for the month

Professional Fee:	**-**	**14025**
1. Total Classes Conducted	**50**	**12750**
2. Backup:	**0**	**0**
3. Amount for Remedial Classes	**0**	**0**
4. fREADom One Trials		
5. Teacher Referral Scheme	**-**	**0**
6. Incentives @10% (if eligible)	**-**	**1275**
7. Additional pay (if any) Reason for Addition:	**-**	
8. Amount Deducted for Missed Classes (If applicable)	**0**	**(0)**
9. Leaves Consumed / Adjusted for yellow flags (deduction if applicable):	**0**	
10. Other deductions (if any) Reason for Deduction:		**()**

This is an auto-generated Invoice

As per section 194J of Income tax act 1961, the TDS will be deducted @ 10% on the invoice amount in excess of Rs. 30,000 during a financial year.		***(1,402.50)***
Total		**12,622.50**

1. How is gross payout calculated if you're onboarded post 1st of the month of invoice raised?
Your payout for the month is calculated on the basis of the total classes conducted in the month. Your fixed stipend for the AC 2 role added to your additional pay with a comment(if applicable).

Slot wise break up of number of classes conducted

TIME SLOT	Slot wise Stipend	Classes conducted per time slot
MWF 10:00 AM	INR 225	
MWF 11:15 AM	INR 225	
MWF 12:30 PM	INR 225	
MWF 3:00 PM	INR 300	12
MWF 4:15 PM	INR 275	12
MWF 5:30 PM	INR 300	
MWF 6:45 PM	INR 300	
MWF 8:00 PM	INR 225	
TTS 10:00 AM	INR 225	
TTS 11:15 AM	INR 225	
TTS 12:30 PM	INR 225	
TTS 3:00 PM	INR 225	13
TTS 4:15 PM	INR 225	13
TTS 5:30PM	INR 225	
TTS 6:45 PM	INR 225	
TTS 8:00 PM	INR 225	
SAT-SUN 1:45 PM	INR 225	

2. Where are the remedial classes counted in the invoice?
*Remedial classes conducted are counted in **Amount for Extra classes @ 225 / class***

3. If the onboarding date of a facilitator was post August 20th, will the invoice be clubbed along with

that of September?
If your onboarding date is on or after 20th of the last month, the per day stipend for those many days has been added to the gross payout of this invoice. Similarly, if your onboarding date is on or after 20th of April, your invoice will be clubbed with the invoice of the next month i.e. May.

5. For what kind of discrepancies can you reach out to the team? What would be the medium for the same?
*The invoice is completely auto-generated. We request you to reach out to us only if there is a discrepancy in the **bank details / personal details**. We request you to only use the medium of **typeform** for documentation and legal purposes. No query regarding invoicing will be entertained over any other medium.*

6. What are the rules for TDS deduction from the facilitator's monthly professional fee?
Section 194J - TDS on Professional/Technical Fees
According to the rules and regulations of Section 194J of the Income Tax Act, 1961, a person must deduct their Tax Deducted at Source (TDS) only at the rate of 10% when certain payments are made to a certain resident.
Types of payments covered under Section 194J
An individual should deduct TDS at the rate of 10% when the following payments are made to a resident, in a fiscal year (higher than Rs.30,000 per year):

- *Amount charged as professional services fee*
- *Amount charged as technical service fee*
- *Non-compete fee according to the Income Tax Act of Section 28(VA)*
- *Royalty*

As mentioned above, the TDS deduction under section 194J is clearly explained. However, the rate has been revised as per the government guidelines @ 10.0% p.a. If your monthly professional fee is 11,000 per month, by the time you complete 3 months with us - your gross service fee will be INR 33,000 at minimum and we'll be deducting 10% p.a. on the entirety of 33,000, i.e. (3,000) from your 3rd month's payout. Now this can be a heavy deduction to bear at once and hence we deduct the same 10% from your monthly payout each month (10% @ 11,000 = 1000 INR)

Date: 1 April, 2021

Dear **Juliet Kanattu,**

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. (referred to as "the Company" hereon) as an **Academic Consultant- I** for fREADom Live Classes starting **1 April, 2021** as per this Contract Letter. You commit to facilitating a maximum of **2 classes on Mondays-Wednesdays-Fridays and a maximum of 2 classes on Tuesdays-Thursdays-Saturdays for a per-class stipend as mentioned in Slot-wise Stipend Table as of *1 April, 2021* .**

The contract is valid for a duration of **6 months** starting from the **1 April, 2021** and is subject to auto-renewal unless mutually discussed otherwise.

The terms and conditions of your contract with the Company are given below:

Contract Details

1. You will be responsible for facilitating fREADom Live online classes for Grades Nursery to Grades 6. Each fREADom Live Class is of 45 minutes. You will also be assigned pre-session and post-session work for the Company by the designated Company Official. Pre-session work would include but may not be limited to perusing the Lesson Plan before the class and post-session includes, but not limited to, filling the attendance sheet with appropriate remarks for each student.
2. You would be required to attend at least one mandatory training and one group-sharing session once a week. Failure to attend without 24-hour prior notice will lead to the following consequences:
   a) First incidence: A warning email will be sent to you.
   b) Second incidence: A penalty of INR 225 (Two hundred Twenty Five

Rupees) will be levied on the total payout for the month.

3. The Classes are conducted in the afternoons and the mornings. The Class timings are subject to change as per the Company's requirements. You will be notified of, and will have the choice of choosing to facilitate classes in the changed slot timings as soon as new slot timings are announced. Choosing to facilitate classes in the changed slot timings will be counted as additional classes thus increasing the maximum number of classes you have signed up to facilitate.

Engagement Terms

1. The Company reserves the right to assign you classes as per their needs. The number of classes you are assigned will be less than or equal to the maximum number of classes you have agreed to facilitate.
2. You will be assigned Classes based on the following parameters:
    a. Time slots that you have signed up to take classes for
    b. Your performance basis the Company's Quality Excellence parameters
    c. The demand for batches in your preferred time slots
3. **Time slot preferences:** You will have the choice to pick your preferred time slot to conduct the Classes. The Company will be assigning you Classes only in your preferred time slots.
4. You can choose to facilitate a minimum of 1 and maximum of 5 classes per day.
5. You will be paid out for the number of classes conducted in the time slot of your preferences according to the Slot wise Stipend mentioned in the below table.

For example you are choosing to take classes in the Monday - Wednesday - Friday(MWF) 3:00 PM slot and the Tuesday - Thursday - Saturday(TTS) 4:15 PM slot. You will be paid INR 300 for every class conducted during the MWF 3:00 PM slot and INR 200 for every class conducted during the TTS 4:15 slot.

Days	Time Slot	Slot Wise Stipend (INR)

Monday - Wednesday - Friday	10:00 AM	₹225
Monday - Wednesday - Friday	3:00 PM	₹300
Monday - Wednesday - Friday	4:15 PM	₹275
Monday - Wednesday - Friday	5:30 PM	₹300
Monday - Wednesday - Friday	6:45 PM	₹300
Tuesday - Thursday - Saturday	10:00 AM	₹225
Tuesday - Thursday - Saturday	3:00 PM	₹225
Tuesday - Thursday - Saturday	4:15 PM	₹200
Tuesday - Thursday - Saturday	5:30 PM	₹200
Tuesday - Thursday - Saturday	6:45 PM	₹200

6. In case you want to discontinue taking classes in a particular time slot, preferences can only be changed after the completion of running batches in said slot.
7. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.
8. All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.
9. You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization,

business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the

course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

10. Facilitator shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract.

Probation Period

1. The probation period of your tenure is 21 Live classes conducted. No leaves are allowed during the probation period.
2. In case your joining is in the middle of the month and you are unable to conduct 21 Live classes by the last day of the month, your payout for the first month will be clubbed with the subsequent month.

Notice Period

1. Facilitators are required to give a notice in writing for their resignation to take effect.
2. Facilitators serving their notice period will be required to complete all their active batches and only then can be relieved of their duties.
3. Failure to complete running batches during notice period will lead to a penalty being levied per batch, for the number of classes remaining till the batch is completed. The penalty will be levied on the total payout for the month. *For example, a facilitator resigns and is unable to complete 2 of their active batches. One batch has 4 classes remaining and the other has 2 classes remaining.*

*Penalty = 4 * slot wise stipend for the active batch left incomplete + 2 * slot wise stipend for the active batch left incomplete*

4. No leaves will be allowed during the notice period.

Contract Pause

1. A contract pause can be availed only once in the tenure of 6 months. Your contract can be paused for a period of 7 - 21 days. Any contract pause requests extending beyond 21 days are subject to approval on a case to case basis.
2. All contract pauses are subject to approval and the decision of the internal team will be final and binding.
3. If for any reason, you are unable to conduct classes for a period longer than 2 days, your contract will automatically be paused.
4. Contract pause requests need to be applied for with at least 1 months notice. Contract pause requests will only be considered if communicated via email.
5. You will be required to complete all your running batches before your contract can be paused. The start date of your contract pause will be decided and communicated to you by the internal team.
6. Failure to complete your running batches will result in deduction of per class cost for each active batch you fail to complete.

*For example, you are unable to complete 1 of your running batches which has 3 classes remaining after the start of your contract pause, you will be levied a penalty for each class not conducted = the cost per class * 3. The penalty will be deducted from your payout for the same month.*

Rewards

Incentives

a) If a facilitator takes no leaves and has no Yellow Flags in a month, 10% of their payout for the month will be added as an incentive to their total payout for the month.

b) If a facilitator is able to maintain 50% renewals for their batches and an Observation Score above or equal to 3.8/4 throughout the month, 10% of their payout for the month will be added as an incentive to their total payout for the month.

Payments

1) Your billing will be done for the total number of classes conducted. Deductions, if any, will be made on the total payout for the month. For more clarity on this, refer *Payment, Table 1 of the Guidelines Document.*
2) You will not be paid for the duration of your onboarding and training.
3) **Mode and Timeline of Payment** - The Company will make the payment via NEFT to the bank account as per the details you provide at the start of your tenure. An invoice will be raised in your name and sent to you on the last day of every month, which needs to be reviewed by you within **24 hours of receipt** . If not reviewed, the invoice will be deemed accurate and the payments will be disbursed to your account, **on the 7th of every month.**

If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us.

We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For Stones2Milestones Edu Services Pvt. Ltd

Sd/-

_____

Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract. I have read the Guidelines document and commit to adhering to the guidelines laid out in the document to the best of my capacity.



_____

Name: Juliet Jenny

Phone Number.:9657202118

Date: 30/03/2021

21st August, 2020

Dear Simran Mirwani,

We are pleased to offer you a professional services contract at Stones2Milestones Edu Services Pvt Ltd. ("Company") as an "**Academic Consultant"** for fREADom Live Classes starting **24th of August, 2020** as per this Contract Letter**.**

The terms and conditions of your contract with the Company are given below:

1. **Scope:** You will be responsible for facilitating fREADom live online classes along with all the pre and post-session work for the Company that is assigned to you by the designated Company Official.

2. **Location:** This work can be delivered from anywhere provided you have a high-speed internet connection with power back-up.

3. **Initial Period:** The Period of this Contract from Effective date would be two (2) months, unless mutually accepted and extended further.

4. **Professional fee:**

   A. You will be paid a monthly retainer fee of **INR 17000/- per month for facilitating a minimum of 72 classes per month,** as your professional charges. The charges will include all the incidental expenses incurred for the completion of the project. You will have to raise an invoice at the end of each month. The Company will deduct the prescribed TDS as per the guidelines mentioned in the Companies Act.

   B. Any change in the scope of services would have an implication on the commercial arrangement and it would be mutually agreed before adopting any change to the terms of this contract.

   C. (i) You will be eligible for the monthly remuneration only if you have worked a minimum of **15 working days in a month AND at least 90% of the minimum committed classes facilitated.**

   (ii) If not fulfilling criteria (i), then payout for the month will be calculated @150 INR per class.

   D. You will be on a probationary period of 2 weeks from the date of joining and based on internal evaluation, your role status will be changed to permanent.

5. **Engagement Terms:**

   A. You will conduct a minimum of 72 classes per month including class observations/support classes, based on the plans given to you by the Company. In addition, you would be required to attend training, group sharings sessions, etc. once a week.

B. You will be working 6 days a week, conducting at least 2 classes per day with time slot variation depending on company's requirements.

C. i. Your weekly off would be assigned based on the demand for the classes which may change over time. Any change in your weekly off would be done with prior discussion.

ii. You will be eligible for two (2) days of paid leaves per month. Leaves have to be applied with at least 48 hours prior notice.

iii. If in any instance you are not able to provide 48 hour notice, it will be deemed as a personal emergency, which will be limited to one paid day a month and will consume one day out of your paid leaves available quota.

iv. Rescheduling of classes is non-advisable unless it is an emergency, for which, you will be entitled to **one paid reschedule per month**. Post which, each reschedule request will be subject to your reporting manager's approval AND will incur a cost of Rs. 225/class deducted from your monthly stipend payout.

v. Any cancellation of the class due to facilitator negligence, including but not limited to, (i) Zoom error (ii) Internet Issue (iii) Power Cut (iv) No show will be counted as a Missed class.

vi. For every 3 missed classes in a week, one (1) paid leave out of your quota of two (2) unused leaves per month will be deducted OR (1) day stipend will be deducted in case of no unused leaves remaining in the month.. On reaching the count of 12 missed classes in a particular month, it will result in termination of contract with immediate effect and payout fixed at INR 150 per facilitated class in the month.

vii. You can earn a bonus @225 INR per class for taking extra classes above and beyond your minimum class limit.

D. You will teach children of grades 1,2,3 and 4. Any revision made to this will be notified.

E. This contract can be terminated by either party with a notice period of 2 weeks.

STONES2MILESTONES EDU SERVICES PVT. LTD.
+91 9077077777
yourfriends@stones2milestones.com
www.stones2milestones.com

F. The company's quality assurance team will monitor and evaluate your sessions and provide guidance, feedback and tips. In case of failure to meet the desired quality standard and compliance with the processes and procedures required to be fulfilled by a Facilitator, then the Company reserves the right to terminate the Contract with immediate effect.

G. This contract will be re-evaluated after two months.

6. **Statutory Tax Liability:** You are responsible for complying with tax regulations. All personal tax liability arising out of this income is to be settled by you individually.

7. **Intellectual Property Rights:** All systems or products resulting from the performance of the services shall remain the property of Company and shall not be reproduced or discussed in part or whole without prior permission of the Company.

8. **Confidentiality:** You agree that you will not directly or indirectly use or disclose any confidential information concerning the Company except with specific approval, in writing, from the Company. You shall not at any time either during the course of your engagement as a facilitator or thereafter, use or knowingly allow the use by third parties of the Company's trade secrets, program content, tools, and materials or any confidential or competitive information concerning the organization, business or finance of the Company or any of its dealings, transactions, affairs, customers, suppliers, clients or employees which are or may come within your knowledge during the course of your employment; and you shall make all efforts to prevent such use of the Company's trade secrets, program content, tools, and materials or any confidential information by third parties. Upon your moving out of the engagement with the company or at any time required by the Company, you shall promptly return all official documents, manuals, learning content, reports and all other materials of a strategic and confidential nature relating to the Company's activities or business, which are in your possession.

9. **Indemnity:** Consultant shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, clients from and against any and all loss, costs, penalties, fines, damages, claims, expenses or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract"

10. **Pre-Requisites and Guidelines** : Please read Annexure A attached hereto and sign along with the corresponding contract document.

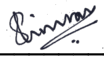
If you agree to the above definition of confidential information and other terms and conditions, please sign in the space below and return the original of this letter to us. We look forward to a fruitful engagement with you and we hope to have a mutually satisfying working relationship.

Yours sincerely,

For **Stones2Milestones Edu Services Pvt. Ltd**
Sd/-

_____
Sonika Batra (Head, Well Being)

I am pleased to accept the offer and promise to adhere to the Contract.



Name: Simran Mirwani
Place: Pune
Date: 21/08/2020

Annexure: 1 - Non-negotiable Prerequisites & Guidelines

1. Stable fast speed internet which supports video calling.
2. Zoom App to be installed both on Mobile and PC.
3. Active Whatsapp account.
4. Personal Email account.
5. PAN card details.
6. Working Laptop with fully functional audio and web-camera.
7. To login in a class 15 mins prior to start time and submit attendance within 15 minutes of stipulated class time.
8. To be dressed in Indian/Western formals whilst facilitating a class.
9. To have a plain background with sufficient light on your face whilst facilitating a class.
10. To not disclose particulars of this contract with any internal or external member.

I am pleased to accept the offer and promise to adhere to the Contract.



Name: Simran Mirwani
Place: Pune
Date: 21/08/2020

STONES2MILESTONES EDU SERVICES PVT. LTD.
+91 9077077777
yourfriends@stones2milestones.com
www.stones2milestones.com

Sukhdev And Kamal Sharma Educational Trust
6, Aga Nagar Society, Wadganosheri, Pune-Nagar Raod,
Pune 411014, INDIA.

Ref.: Date :

SKSET/2021-22/09. 10th Aug 2021.

Offer Letter

To,

Ms. Nikita Wadhwani,

Subject: Offer Letter for the post of **Content writer** in **ThinkerPlace; Pune.**

With reference to your application and subsequent interview for the post of Content Writer the undersigned is pleased to inform you that you are hereby offered a position as Content writer in **ThinkerPlace; Pune**.

Your appointment is subject to the following terms and conditions from the date of joining:

1) Your Gross salary would be Rs.14,300/- for first month and Rs.28,600/- per month after joining office full time based on performance. Deductions will be done as per Income Tax & Wages Act.

2) Your date of joining is **10th Aug 2021.**

3) In your role as Content Writer**,** you shall report to the **Managing Trustee – Mrs. Deepti Neeraj Sharma.**

4) You shall be on probation for period of **3 month** from your date of joining. Your performance shall be observed during this period and on successful completion of the probation period, your service shall stand to be confirmed with the trust. Any facilities available to the full-time employees, who are confirmed in their service with ThinkerPlace will be extended to you only on pro-rata basis (after necessary approval from the competent authority) during your probation period. E.g. Employee Leave and any other benefits.

5) The official timings of the company are currently from **9 am to 6 pm** fixed and the timings are different for outstation duties. You are requested to adhere to the timing without fail, failing which late reporting deduction (as per leave rules applicable / salary deduction) shall be impacted accordingly without any prior notice.

6) You should produce the original credentials and submit certified true copies of relevant testimonials such as

   1) Ph. D Degree (if applicable) 2) 10th, 12th, Graduation and Post-Graduation Mark-sheets and Degree Certificate 3) Experience Certificate, Relieving Certificate and Last three months' pay Certificate (Bank statement) from Last employer 4) Aadhar Card 5) Pan Card 6) Two passport size Photographs etc. at the time of joining your duties.

7) You shall undergo medical examination by the approved Medical Officer within three months from the date of joining duties.

8) You will not engage yourself in any other job paid full-time, part time or otherwise, during the continuance of your service, without the permission of the competent authority of the trust.

9) Your services are transferable to any other sister concern Trusts / Colleges / Institutions run by same management.

10) In case you are found irregular and negligent in performing duties; your appointment shall liable to be terminated without any notice.

11) If you are found absent continuously for more than thirty days without permission, your service will stand terminated automatically. If you are found guilty of violation of any terms and conditions mentioned above, you will be liable for disciplinary action and punishment as decided by the Trust.

12) Your appointment may be terminated, at any time by either side/party by giving one month's notice or one month's gross pay in lieu of notice period. If you happen to resign during the assigned task; you would be relieved only after the successful completion of the said task.

13) During the time of your exit from the trust, you are expected to handover complete charge in term of Inventory, Official records, any soft and hard forms of data available with you, as a part of intellectual property of the trust to the designated person. Any discrepancy found in handing over of the charge will result in the trust's right to withhold the full and final settlement of your account with the trust.

14) You are also requested to change the address of your salary - bank account with immediate effect after closing your formal association with the trust. The trust will not be responsible for any banking transactions that you as an individual will conduct with the bank, post your exit from trust.

Please sign a copy of this appointment letter as your acceptance and acknowledgement of the terms and conditions mentioned herein.

Yours faithfully,



Mrs. Deepti Neeraj Sharma

Director

Copy to: 1) Office- **ThinkerPlace**

20th February 2021

Shreya Humnabadkar
4 Pooja Appartment 28 Civil Lines
Olapu North ,Zilla Nayalaya Solapur
Dahisar ,Maharashtra 413003

E-Mail ID: shreyah8899@gmail.com

Contact No: +91 9158837908

Full-time Engagement with Haqdarshak

Dear Shreya,

Welcome to Haqdarshak!

With reference to your application and successful completion of your training and orientation program with Haqdarshak Empowerment Solutions Private Limited (HESPL),we are pleased to offer you the full-time position of ***'Junior Associate Content Creator'*** with effect from **20th February 2021** on the following terms and conditions You will need to undergo Orientation and Intensive Training Programs in/or outside place of assigned location, in accordance with the need and role compliance.

Importantly note that the entire district as mentioned below shall come under your operational responsibility and accountability, and also that the geography and the scope of functionality is subject to change in view of Organizational expansion plans.

Please note that you will be on probation for a period of 3 months inclusive of one month training from the date of joining:

1. **Location: HESPL's** administrative office is in Pune, Maharashtra & Registered office is in Bangalore, Karnataka. Basis the project requirements and business expansion plans, you shall be need to travel and/or relocate to any of the notified project locations of HESPL operations, PAN-India. The geography and the scope of functionality is subject to change in view of Organizational expansion plans. We reserve the right to transfer you to any location in India or abroad as required.

2. **Emoluments:** Your gross emoluments are defined in Annexure A, and detailed breakup is given in Annexure B Your emoluments will be due for revision on 1st April, 2022 on the basis of targets met and in accordance with the appraisal cycle of the Organization.

3. **Roles and Responsibilities:** Your responsibilities and administrative requirements shall be as specified in Annexure A which also you shall agree, to make this offer complete. We may modify, add or amend the criteria specified in Annexure A upon mutual agreement with you and in consonance with the objectives of this appointment and larger goals of the Company. You shall be duty bound to perform such allied functions assigned to you allocated by the Company from time to time during the tenure of this appointment.

4. **Ownership rights:** All the establishment, set-up, contacts, networks, administration, premises, lease, etc., established by you on behalf of Haqdarshak during your stay anywhere in India or abroad shall belong to the company and you hereby assign and agree to assign them to the company without any condition, let or hindrance.

5. **Assignment:** In consideration of the compensation hereafter paid to you by the Company, you shall assign to the company or its nominees every right, title and interest in and to any invention that you may make during the appointment period in relation to the Company's products, methods of manufacture or business strategies/methods. By signing this contract, you are agreeing to sign any deeds and documents and to do acts, which the company may consider necessary to secure to itself or its successors or assignees all rights relating to such inventions and improvements including patents, technical know-how, business methods in India or in foreign countries.

6. **Other engagements:** During the appointment period you shall not engage yourself in directly or indirectly or in any capacity in any other organization and/or in a business identical or similar to the business of our company. In the event of breach of this condition, this appointment is liable to be terminated forthwith by the company. In addition, you shall be liable to pay liquidated damages to the Company of an extent estimated by the Company shall be entitled to avail itself of all rights and remedies in addition to common law rights and relief's including injunctive relief's which the Company is entitled to enforce. Also, for a period of 1 year, from the termination of the appointment, you shall not accept an employment with a company or a service provider whose operations are in direct conflict to the operations of Haqdarshak.

7. The terms specified in Annexure A and / or any amendments and/or modifications made thereto by the company during the tenure of this appointment shall form part of this offer. Your acceptance of this offer carries with it your agreement to obey all terms and conditions contained in this appointment.

8. **Termination:** Notwithstanding the term of this Agreement, this Agreement can be terminated in the following manner:
   a. Either the company or you may terminate this association by providing a notice of 30 days without assigning any reason.

b. The company may terminate this agreement forthwith under situations of indiscipline, financial transgressions and for breach of confidentiality obligations or sharing of company information that would result in loss or damage to company property / functioning.
Upon termination of the association or sooner determination thereof, you agree to return to the company all the documents, materials, equipments, client list, addresses, software, hardware, etc., including the letter-head, visiting cards, phone which belong to the company and/or which belong to the clients/employees/customers of Haqdarshak and those which have come in your possession by virtue of your position at Haqdarshak. Further, immediately upon termination of this appointment, you shall stop using the name of Haqdarshak and logos, slogans, brochures, materials of the company. The company reserves the right to withhold and/or adjust any monies payable to you until you comply with all the terms and lawful demands of the company without prejudice to any of the rights of the company

9. **Arbitration:** In the event of any disputes or differences between the company and yourself, the matter shall be referred for arbitration of an Arbitrator appointed upon the mutual agreement of the parties. The venue of the arbitration shall be Bangalore. The Arbitration & Conciliation Act, 1996 shall govern the terms of the arbitration.

We welcome you to Haqdarshak and look forward to a mutually beneficial relationship.

Yours truly,

Sharmil Avachat
AVP - HR
Haqdarshak Empowerment Solutions Private Limited (HESPL)

I have negotiated, agreed, read and understood all the terms and conditions of this appointment letter as well as Annexure hereto and affix my signature in complete acceptance of the appointment.

Date: Signature:

Place: Name

Annexure - A
Terms of the Appointment

Designation: You shall represent yourself as **a Junior Associate Content Creator.** You are licensed to use the name, logo and address of Haqdarshak for the tenure of the appointment.

The terms may be amended, modified or altered at any time by the company. The company reserves right to add such terms as it may deem fit and proper commensurate with the due achievement of objectives at any time without prior notice.

Detailed Job Description:

As a Junior Associate Content Creator, the sorts of activities that this will involve will be (but not limited to) the following:

- Complete orientation and understanding of the structural mechanism and implementation under the Training and Operations verticals of the Organization.
- Understanding of the Product Technological platform and the adept usability of the same
- Understanding of the Organizational Policy, Procedure, Compliance and Organizational structure
- Getting trained on the Haqdarshak Research and Operation domain as a whole and in the assigned State.
- Understanding the specifics of the HESPL Operations Model, the ground operations and project implementation
- Learning advance feature if Microsoft PPT, Canvas, Photoshop and Other relevant software's for content editing
- Understanding the functions of Training & Development as a vertical and requirement from content perspective
- Learn creation of basic Animated videos with the support from Naval and external open source resources online Identification and understanding of open source platforms that can enable the creation of a LMS (Learning Management System) for HESPL
- Visit a field with ops team to get field perspective from ops perspective (if possible)
- Submitting a audio visual report of training period encompassing all the learning from training period

The position is functionally to initiate and lead operations in the assigned district/s, simultaneously required to work closely with the research and product team to ensure delivery of scheme benefits to targeted beneficiaries.

Emoluments:

1. Compensation: You shall be entitled to a Cost to Company (CTC) of ***Rs. 2,76,000/- per annum*** (*Rupees Two Lakh Seventy Six Thousand Only*). You shall be confirmed after 3 months, upon satisfactory performance and shall be reviewed on the basis of the performance and expected targets.

2. Taxation: Please note that you will be required to make necessary Income-Tax and other statutory payments as demanded by law.

Reporting:

You will report to Manager (or the Senior Manager, in the absence of the Manager) Operation. You shall evolve the style and mode of reporting, based on your operational requirements.

Administrative norms:

1. Working days: Haqdarshak will work on all days except Saturdays, Sundays and holidays declared by Haqdarshak.
2. Holidays: A list of holidays will be published on or before the 31st of December every year, for the following year. The list of holidays for the current year is available with the Administration department.
3. Leave: You will be eligible for 12 days of Casual Leave, 12 days of Sick Leave and 12 days of Earned Leave in a year on confirmation.
4. Work related expenses and settlement: Actual expenses on account of work may be claimed separately from the company by raising expense statements with supporting documents. This will include travel, boarding, lodging, telephone calls, basic stationery, Internet usage etc.
5. HR Manual: Haqdarshak's HR Manual will provide you with all details on HR related aspects. This manual is available with the HR Department and you could access this document to understand all details such as leave, expenses re-imbursement, travel norms etc.,

Validity of this offer: The offer made vide this letter is valid only till *20th February 2021.*

Agreed to the above:

Signature:

Name:

Date:

Place:

Annexure B- CTC with Netpay

Items	Monthly Amount (Rs.)	Yearly Amount (Rs.)
Basic + DA	13,500	1,62,000
HRA	3,375	40,500
Bonus	1,125	13,500
Incentive (Variable)	3,380	40,560
Gross pay (A)	**21,380**	**2,56,560**
PF	1,620	19,440
ESI	-	-
Deferred Benefits (B)	**1,620**	**19,440**
CTC (C)	**23,000**	**2,76,000**
PF	1,620	19,440
ESI	-	-
PT	200	2,500
TDS	-	-
Total Deductions (D)	1,820	21,940
Net Pay (C-(B+D))	**19,560**	**2,34,620**

Note :All statutory taxes as per Income/Service Tax rules and those related to Company Compliance as demanded by Law in force from time to time will be applicable.

Date :10/04/2021

To
Sunita Singh
(Code: CAN314616)

Provisional Offer Letter for Fixed Term Contract

We are pleased to offer you employment in our organization at Randstad India Pvt. Ltd as **Inter. Rep, Fund/ClientAccting**. Your services are being deputed to **BNY MELLON INTERNATIONAL OPERATIONS INDIA PRIVATE LIMITED** on the following terms and conditions:

- Your employment will be valid from **19/04/2021 To 18/04/2022** , unless and until it is specifically extended in writing by Randstad India Pvt Ltd.
- Your Salary CTC will be INR 315,000.00 per Annum (as per Annexure 1) and will be paid out basis your actual joining date.
- Your employment is subject to completing our onboarding process, which requires you to :

  a. Complete on the Randstad portal:
     - Employee profile form
     - Statutory Nomination forms like ESIC, PF, Mediclaim etc.

  b. Upload proofs of your documents:
     - Government mandated ID proof: Aadhar Card and PAN
     - Address Proof (Any one): Voters ID, Passport, Driving License, Ration Card etc.
     - Copy of both Educational certificates & Previous employment documents.
     - Bank Details for Salary processing: Copy of cancelled cheque.

Please note that this is only a provisional offer of employment for a fixed term and is not to be construed as an appointment letter. A detailed appointment letter would be issued to you once you fulfill our employment terms and conditions & upon confirmation of joining duty by the manager.

The next step is for you to log into Randstad Direct, our employee portal to accept this offer.
You will soon receive an email and SMS on your registered number with a link to the online portal and your OTP to login.
A User guide is also available to help you complete formalities on/before your DOJ.

Please get in touch with us for any queries.
Wishing you the very best!

Yours truly,
For Randstad India Pvt Ltd.



Authorized Signatory
Balakrishnan S
Head - HRSSC

Annexure I: Salary Breakup

Component	Monthly	Yearly
Basic	15,000.00	180,000.00
House Rent Allowance	1,500.00	18,000.00
Statutory Bonus	1,250.00	15,000.00
Other Allowance	4,230.00	50,760.00
Telephone Reimbursement	1,000.00	12,000.00
Food Allowance	1,300.00	15,600.00
Gross Salary	24,280.00	291,360.00
Employer's Contribution to EPF	1,800.00	21,600.00
Insurance	170.00	2,040.00
CTC (Cost to the company)	26,250.00	315,000.00
Employee's Contribution to EPF	1,800.00	21,600.00
Net take home = (Gross salary- Total deduction)	22,480.00	269,760.00

* Income tax, Proffessional tax and LWF as applicable will be deducted.
* All the taxes will be deducted as applicable by law.Your salary is strictly confidential.

For Randstad India Pvt Ltd.



Authorized Signatory
Balakrishnan S
Head - HRSSC

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BNY MELLON

BNY Mellon International Operations (India) Private Limited
CIN: U72900PN2004FTC022163

SEZ Unit: Block 3, Floor 6, DLF IT Park, Nandambakkam Post, Ramapuram, Mount-Poonamallee Road, Chennai - 600 089, India

Registered office:
Level 1, Tower S3, Cybercity, Magarpatta City, Hadapsar, Pune - 411 013, India

T +91 20 3044 3000
F +91 20 3044 3001

October 16, 2020

Dear Jasleen Kaur Raheja
A202- Gagan Utopia
Godrej Infinity Road
Keshavnagar
Pune-411036 (Maharashtra)
PAN No. BYUPR9394F

Subject : Letter of Intent

Subsequent to the discussions between BNY Mellon & you, we are interested in making an offer of employment. The proposed broad terms are set out as below:

1. You will be offered the position of **Representative, Client Processing**

2. Your job level will be **E**

3. You will be appointed on a fixed pay of **INR 260,000 p.a.** This would be payable to you in accordance with the prevailing standard compensation plan of the company.

4. We will contact you regarding the joining date, upon completion of your course.

5. You will serve an initial probationary period of six months from the date of joining unless communicated otherwise in writing.

6. Your place of work will be **Pune** and you may be asked to serve the company or any of its subsidiaries or associated companies in any location within or outside of India, as may be required from time to time and as communicated to you in writing.

7. You will be required to work in shifts as per business requirements.

If you are interested in receiving a formal offer for this role on above terms, please provide duly notarised copies of all testimonials and other documents referred to in Annexure I (attached hereto) within 5 working days of the date of this letter. On receipt of the same we shall arrange for the formal offer documentation ("Formal Offer") to be issued to you.

DocuSigned by:
231A356ED79F484...

DocuSigned by:
Jasleen Kaur
F630EAEA5A3A48A...

DocuSign Envelope ID: 5E1F4DE4-3846-40A1-9462-30B9A1E4757C

Please note that the Formal Offer will be made subject to the following conditions:

a. Accuracy of the testimonials and information provided by you and your being free from any contractual restrictions / obligations preventing you from accepting the Formal Offer or starting work on the above mentioned date
b. Submission of background form, reference check form & completion of medical tests

Please note that this letter is not and should not be construed as a formal offer of employment. A formal offer of employment will be issued to you subject to returning this letter duly signed, and receipt by us of all documents mentioned in Annexure I. If you do not sign and return this letter to us by **October 22, 2020** the offer as per this Letter of Intent will expire.

Kindly sign the duplicate copy of this letter as indication of your interest in proceeding to Formal Offer.

Wishing you the very best.

Yours sincerely,

DocuSigned by:
231A356ED79F484...
Authorized Signatory

I accept the terms & conditions of this Letter of Intent

Candidate Name: Jasleen Kaur Raheja

'MyCareer' ID:

Date: 21 October 2020 | 1:29:49 AM EDT

Sign: DocuSigned by:
Jasleen Kaur Raheja
F630EAEA5A3A48A...

DocuSign Envelope ID: DDB0439E-0CCB-43D4-82DB-CC5FCFBA7D2F



Ubisoft Entertainment India Private Limited
Level 5. B-3, Kumar Cerebrum, Kalyani Nagar,
Pune-411006

Followed by: Rony Mathai **02-August-2021**

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter the "NDA") is made by and between UBISOFT Entertainment India Private Limited (hereinafter "UBISOFT"), and **Honey Sinha (Employee ID: 78837)** with an address at **New Vaishali Housing Society Near Datta Mandir Viman Nagar Pune Maharashtra 411014** (hereinafter "the Employee"), relating to the disclosure of confidential information and materials.

UBISOFT and the Employee being hereinafter jointly referred to as the "Parties".

Given the fact that, among other things, UBISOFT, its parent company and its affiliates operate a highly creative and specialized high-tech business, and that they have devoted considerable human and financial resources to the research and development of operating and production methods, applications, procedures and ideas, the Employee acknowledges that the undertaking of nondisclosure constitutes a basis for and is of the essence of his Employment Contract.

The Parties hereto mutually agree as follows:

1. Definition of the Confidential Information. "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by UBISOFT, including but not limited to any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, business plans, new products, contracts, proposals, documents, mechanical and electronic design drawings, logos, title, design, script, schedule, language, report, analysis, process data, program, source codes, object codes, research, prototype, survey, new technologies, trade secret, production plans, publicity plans, specifications, test procedures, schematics, writings, materials, methods, operations, procedures, marketing techniques, marketing plans, strategies, financial information, financial statements, customer and other business data and other information (hereinafter collectively referred to as the "Confidential Information"), which is disclosed by UBISOFT or by its Affiliates on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or visually to the Employee or any of its other employees or directors.

2. Exceptions to non-disclosure. The obligations imposed upon the Employee herein shall not apply to Confidential Information which is (i) or becomes generally available to the public through no wrongful act of the employee; (ii) independently developed by the employee; (iii) received lawfully from a third party without restriction and without breach of this NDA; (iv) required by any judicial or governmental request, requirement or order, provided that the Employee will take reasonable steps to give the UBISOFT sufficient prior notice in order to contest such request, requirement or order. In any such event, the Employee will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed. The Employee shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials.

3. Consequences of disclosure. The Employee understands and acknowledges that Confidential Information had been developed or obtained by UBISOFT by the investment of significant time, effort and expense. The Employee recognizes that the unauthorized use or disclosure of any Confidential Information disclosed by UBISOFT would cause irreparable injury to UBISOFT. The Employee agrees that, in addition to other available legal or equitable remedies and damages, UBISOFT shall be entitled to a temporary injunction to restrain

Ubisoft Entertainment India Private Limited
Registered Office : Level 6, B-3, The Cerebrum IT Park Kalyani Nagar Pune MH 411006 IN
Branch Office : Sigma Building – Unit 6, 6th floor, Technology Street – Hiranandani Gardens, Powai - 400076
Tel : 020-6642 4500/022-68400500
CIN : U72200PN2008FTC131975 Email : UbisoftIndia@ubisoft.com
www.ubisoft.com

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threatened or actual violation hereof by the Employee, its agents, servants, employers, employees, and all other persons acting thereof.

The Employee shall notify UBISOFT, by written notice, immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA and will cooperate with UBISOFT in every reasonable way to help UBISOFT to regain possession of the Confidential Information to prevent its further unauthorized use.

4. Term. During the period of his employment or at any time after his termination, Confidential Information shall not be disclosed by the Employee to any third parties.

5. Access to Confidential Information. Release, access to and/or use of disclosed Confidential Information shall be restricted to those employees, directors and attorneys of the Employee who have a need to know the Confidential Information with respect to the Purpose. The Employee shall cause all its employees, directors and attorneys to be bound by and to comply with all of the terms and conditions of this NDA. The Employee shall not disclose the Confidential Information to any Affiliates or any third party without the prior written consent of UBISOFT.
For the purpose of this NDA "Affiliates" shall mean any of the Parties' affiliated, related and/or parents, subsidiary entities and their respective employees and directors.

6. Use of Confidential Information The Employee shall use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care. Except as otherwise expressly provided in this NDA, the Employee shall not (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information without the prior written consent of UBISOFT ; (iii) use any Confidential Information obtained from the Disclosing Party to its competitive advantage.. All Confidential Information furnished by UBISOFT to the employee shall be used solely in connection with the Purpose. All Confidential Information made available hereunder, including all copies, notes, summaries, and abstracts thereof, shall be returned to UBISOFT.

7. Property All rights in and title to the Confidential Information supplied by UBISOFT is and shall remain its exclusive ownership. Neither the execution and delivery of this NDA, nor the furnishing of any Confidential Information by UBISOFT shall be construed as granting to the employee, either expressly, by implication, estoppels or otherwise, any license to use or exploit any Confidential Information.

8. Return of the Confidential Information. Immediately upon request of UBISOFT, the Employee shall return to UBISOFT all Confidential Information made available hereunder, including all documents and other materials embodying Confidential Information and any and all copies thereof.

9. Confidentiality of the relationship. The Parties shall not make any public statement or comment on the existence or provisions of this NDA, or the existence or content of a relationship between the Parties, without the prior written consent of the other party.

10. Limitations. No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate UBISOFT to (i) enter into any further agreement or negotiation with the employee or; (ii) make any further disclosure to the employee; (iii) refrain from entering into any negotiation or agreement with any third

Ubisoft Entertainment India Private Limited
Registered Office : Level 6, B-3, The Cerebrum IT Park Kalyani Nagar Pune MH 411006 IN
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Tel : 020-6642 4500/022-68400500
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www.ubisoft.com

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party regarding a similar purpose; or (iv) refrain from pursuing its business in whatever manner it elects even if this involves competing with the employee.

11. Porte Folio. The Employee may not include in a portfolio any documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material belonging to UBISOFT or relating to its business or that of its parent company and their affiliates unless he obtains the prior written consent of UBISOFT.

12. Return. The Employee agrees that, upon the termination of his employment, he shall return to UBISOFT, without reproducing or transmitting them in any manner whatsoever, all documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material which belong to UBISOFT or which relate to its business or that of its parent company and their affiliates which are in his possession or under his control.

13. General Provisions

13.1 This NDA constitutes the entire agreement between the Parties with respect to the subject matter of this NDA and supersedes any and all prior or contemporaneous oral or written representations relating thereto.

13.2 Any notices required by this NDA shall be in writing and shall be given by hand or sent by mail to the Employee.

13.3 If any term or provision of this NDA shall be held illegal or unenforceable, it is to that extent omitted and the validity or enforceability of the remainder of this NDA shall not be affected.

13.4 This NDA shall not be assigned by either Party, except upon prior written consent of the other Party.

13.5 It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

13.6 The validity of this NDA and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of India. IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this NDA, and that by signing this NDA they agree to be bound by all terms, conditions, and obligations contained herein.

DocuSigned by:
1EECC39AAFEB4C7...

Honey Sinha

DocuSigned by:
Sheetal Mane
B41475566A604FE...

On Behalf of Samira Chabani – Director Human Resources

For UBISOFT Entertainment India Private Limited

Ubisoft Entertainment India Private Limited
Registered Office : Level 6, B-3, The Cerebrum IT Park Kalyani Nagar Pune MH 411006 IN
Branch Office : Sigma Building – Unit 6, 6th floor, Technology Street – Hiranandani Gardens, Powai - 400076
Tel : 020-6642 4500/022-68400500
CIN : U72200PN2008FTC131975 Email : UbisoftIndia@ubisoft.com

www.ubisoft.com

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Ubisoft Entertainment India Private Ltd.
Level 5, B-3,Kumar Cerebrum,
Kalyani Nagar, Pune- 411006

02-August-21

Honey Sinha
New Vaishali Housing Society Near Datta Mandir Viman Nagar Pune Maharashtra 411014

Followed By: Rony Mathai

Dear Honey Sinha,
Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune **("Ubisoft" or the "company")** for the post **"Junior Game Tester (L0)",** as per the terms of reference given below.

Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.

2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.

3. Subject to your accepting this appointment letter and reporting to duty on, **02-August-21** your appointment is effective from the date of joining. **You shall be on a contract period for 1 year from the date of joining.** You shall be on a probationary period of **six months**, at the end of the probationary period, your performance will be reviewed and if found satisfactory, the contract period can be further extended, reduced or waived at the discretion of the management. During the probationary period, either party may terminate this appointment by giving **15 days**' notice or payment of salary in lieu thereof.

   After successful completion of six months contract, either party may terminate this appointment by **1 month** in writing or payment of salary in lieu thereof.

   At the end of the contract term, the duration may be extended, on such terms and conditions as may be mutually agreed by the parties.

   Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event

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of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

6. You will be entitled to twenty-three (23) working days leave per annum based on date of joining, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.

7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.

8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.

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9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.

10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].

11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.

12. The Employee shall not, during the Restricted Period, directly or indirectly, solicit or encourage any customer or prospective customer of the Company to terminate or diminish its relationship with any of them, or to conduct with any person any business or activity which such customer conducts or proposes to conduct with the Company.

13. Ubisoft acknowledges that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, either during or after termination of employment, for yourself or for the benefit of any third party, except as required in your duties to the Company, any proprietary/confidential information, whether or not developed by you, unless you first obtain approval from the management or unless and until such information shall have become general public knowledge by any means other than disclosure by you. Your obligations of confidence and non-use shall survive termination of his employment with the Company.

14. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Ubisoft or its subsidiaries or affiliates, except with prior written approval.

15. Your gross annual compensation (Cost to Company) shall be **INR 261,036.00 p.a. Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** and shall be subject to statutory deductions such as Income Tax, Profession Tax, Provident Fund, etc. The detailed breakup of your gross annual compensation shall be provided you at a later date. Ubisoft assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Ubisoft may from to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied with as an employer.

16. All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Ubisoft and you confirm and agree that you shall not be entitled to claim any rights over such intellectual property. If required by Ubisoft, during or after the term of this engagement, you shall assign and transfer in favour of Ubisoft or, at the request of Ubisoft, in favor of any of

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its subsidiary, affiliate or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Ubisoft may require, to effectually vest in Ubisoft, any of its subsidiary, affiliate or customers as Ubisoft may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

17. You will undergo intensive training in the Company for a period of six months for which the Company will incur substantial expenditure on training, material, and expenses. You agree that in consideration thereof you will serve the Company at least for a period of 06 months from the date of completion of six months' probation failing which you agree to pay a sum of INR 40000/- as liquidated damages to the Company for the loss suffered by the Company due to your not completing the agreed period of employment. You agree that the sum of liquidated damages is a genuine pre-estimate of the cost the Company will incur on your training.

18. The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Ubisoft. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,
For Ubisoft Entertainment India Private Limited,

DocuSigned by:
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Authorized Signatory: Samira Chabani – Director Human Resources

Date: 02-August-21

19. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Honey Sinha

Signature: DocuSigned by:
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Date: 8/2/2021

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Annexure A

Position Title: **Junior Game Tester (L0)**

Total Cost to Company (CTC): **INR 261,036.00 p.a.**

Your compensation is **Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

This amount includes all benefits and variable pay if any as described below and may be varied from time to time subject to Ubisoft's discretion.

Salary Structure:

Components	**Monthly(in Rs)**	**Annual(in Rs)**
Basic	12,022	144264
HRA	3,607	43,279
Entertainment Allowance	1,945	23,344
Employer's Contribution to PF	1,676	20,113
Fixed CTC (A)	**19,250**	**231,000**
Gratuity	578	6,936
**Bonus	1,925	23,100
Total CTC (B)	**21,753**	**261,036**
Deductions	**Monthly(in Rs)**	**Annual(in Rs)**
Employer's Contribution to PF	1,676	20,113
Employee's Contribution to PF	1,676	20,113
Income Tax	…	…
Sodexo Meal Coupons	…	…
Professional Tax	200	2,500
Total Deductions (C)	**3,552**	**42,726**
	Monthly(in Rs)	**Annual(in Rs)**
Net take salary =(A)-(C)	**15,698**	**188,274**
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

Bonus: You will be eligible for a Bonus payout, which is calculated at 10% on fixed CTC as mentioned in the compensation details above. The mode of payment for Financial Year will be as follows.

No Bonus will be paid during the first Six months of the contract.

Bonus payout amount will be retroacted from date of joining after successful completion of six months contract/probation. Amount of Bonus paid will be purely based on the company's and individual performance.

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**** In Lieu of Statutory Bonus**

Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.

Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

Annexure B
Employee Benefits:

A) Mediclaim Insurance:

- You and your family (Spouse and up to 2 Kids) are covered under Mediclaim Insurance.
- Coverage limit is up to 3 lakhs.

B) Life Insurance:

- You will be covered under Life Insurance Policy
- Coverage: 2 times of your Fixed CTC with minimum of 5 lakhs coverage.

C) The Company will provide Free of Cost Breakfast and Subsidized Lunch.

For Ubisoft Entertainment India Private Ltd.

DocuSigned by:
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Authorized Signatory: Samira Chabani – Director Human Resources

Employee Acceptance

Name: Honey Sinha

Signature: DocuSigned by:
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Mumbai 400 001, India.
CIN L64200MH1986PLC041370

Ref: 796768/1853864/JTA **04-MAR-2021**

Ms. Sneha Shahaji Jagtap
Pune (Mah) - 412307
Mobile: 9404048030

Subject: Offer of Appointment

Dear **Ms. Sneha Shahaji Jagtap**

It is our pleasure to welcome you to **Tech Mahindra Limited.**

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Jr. Software Engineer** at **Band 'U' and Sub Band 'U1'** under **JTA Scheme**.

2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement**" (**ELITE**) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.

3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.

4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 2,05,000 (Indian Rupees Two Lac Five Thousand Only)** Please refer **Annexure B** for details on the compensation and statutory deductions.

5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

6. This offer is valid subject to your fulfilling the following: -

   - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
   - Meeting the set eligibility criteria at the end of your academic course
   - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
   - Submission of all necessary legal documentation pertaining to your employment.

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7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/-** (**Rupees One Lakh Only**). As per the bond you will be required to serve the Company for a minimum period of 2 years from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **Indian Rupees.15,000/-** (**Indian Rupees Fifteen Thousand Only**) towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.

8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.

9. You are required to join on **05-MAR-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.

10. You are requested to report to **VINCY VARGHESE** at **9:00 AM** to complete the joining formalities at **TECH MAHINDRA LTD,PLOT NO 01, RAJIV GANDHI INFOTECH PARK, PHASE 3, HINJEWADI, PUNE,SPECIAL ECONOMIC ZONE,PUNE-411057(MAHARASHTRA),INDIA.** At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.

11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.

12. Kindly confirm your acceptance of this offer of appointment to **FresherQuery@TechMahindra.com** by **05-MAR-2021.**

For Tech Mahindra Limited



Venkat Paturi
Head - Resource Management Group

Encl: **Annexure-A & B** Salary Structure, **Annexure-C** Important / Indicative Terms & Conditions of Employment, **Annexure-D** Check List of Documents, **Annexure-E** Confidentiality Agreement, **Annexure-F** Medical Self Declaration, **Annexure G** Intellectual property Assignment, **Annexure-H** ? General Covenant, **Annexure - I** Acknowledgement, **Annexure J** Indemnity bond.

Date:

Signature:
Sneha Shahaji Jagtap

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ANNEXURE - A

NAME	**Ms Sneha Shahaji Jagtap**
TITLE	**Jr. Software Engineer**
BAND	**U1**
LOCATION	**PUNE**

COMPONENTS	**Per Annum** (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)	40887
HRA (@50% OF BASIC)	20444
BONUS / STATUTORY BONUS	24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	4906
FLEXIBLE COMPONENTS OF TFP	46052
TOTAL FIXED PAY..... (A)	**136289**
TOTAL VARIABLE PAY (TVP)..... (B)	**15143**
ADDITIONAL BENEFITS..... (C)	**8568**
GRATUITY	1967
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	6601
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**160000**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

(Contd...)

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ANNEXURE A (Contd...)

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   - **a) Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **Rs**. **20 lakh** to the beneficiary on the unfortunate death of the associate
   - **b) Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR. 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR. 2 lakh.**
   - **c) Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR. 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   - a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
   - b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Tech Mahindra Limited,



Venkat Paturi
Head - Resource Management Group

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ANNEXURE - B

NAME	**Ms Sneha Shahaji Jagtap**
TITLE	**Jr. Software Engineer**
BAND	**U1**
LOCATION	**PUNE**

COMPONENTS	**Per Annum** (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)	52881
HRA (@50% OF BASIC)	26441
BONUS / STATUTORY BONUS	24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	6346
FLEXIBLE COMPONENTS OF TFP	66601
TOTAL FIXED PAY..... (A)	**176269**
TOTAL VARIABLE PAY (TVP)..... (B)	**19586**
ADDITIONAL BENEFITS..... (C)	**9145**
GRATUITY	**2544**
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	6601
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	**205000**

1. **Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.

2. **Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan' under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component

(Contd...)

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CIN L64200MH1986PLC041370

ANNEXURE B (Contd...)

3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:
   - **a) Group Term Life Insurance (GTLI) Coverage**: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR**. **20 lakh** to the beneficiary on the unfortunate death of the associate
   - **b) Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR. 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR. 2 lakh.**
   - **c) Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR. 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. **Deductions:**
   - a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
   - b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Tech Mahindra Limited



Venkat Paturi
Head - Resource Management Group

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ANNEXURE - C

1. **Terms and Conditions**

(a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

(b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.
Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

(c) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in **Clause 3**.

(d) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd

ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.

iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.

iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.

v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

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(e) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) Confidentiality / Non-Disclosure

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

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(g) Mandatory Period of Service

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the Company. In the event of:

i) Yourself leaving, abandoning or resigning from the services of the Company

or

ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training and 24 (twenty four) months of mandatory period of service, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR. 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

2. **Assignments/Transfer/Deputation**

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

3. **Termination of Employment**

i) Training Period: During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.

ii) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.

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iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination**.**

vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.

viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.

ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in Section 3(a) herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. **Statement of Facts**

a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

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b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Anti-Sexual Harassment Policy and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. **Restraints**

Access to Information
Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization
Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking
We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords
Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software
You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security
Security is an important aspect of our communication and office infrastructure. We have security personnel

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deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.
You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

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11. **Retirement**

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.
Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. **General**

The above terms and conditions including those in (**Annexure ?A & B** Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure ?C and I hereby accept and agree to abide by them.

Name in full :

Signature :

Address :

Date :

Place :

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ANNEXURE - D - Checklist of Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each

- X th Certificate & mark sheets
- XII th Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents ?if any

(b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed

(c) **Five** passport-sized color photographs with white background

(d) **Valid Passport**
Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(e) **PAN Card and Proof of PAN Number**
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

(f) **Aadhaar Card**
You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.

(g) **Indemnity Bond**
*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

***Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.*

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.
Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

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ANNEXURE - E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.

2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.

3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.

4) I hereby agree that :

- The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
- The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
- The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
- I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited to receive such information.
- I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
- Upon termination of my employment with Tech Mahindra Limited, or at any other time at Tech Mahindra Limited request, I agree to return promptly to Tech Mahindra Limited, all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
- This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :
Signature :
Date :

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connect@techmahindra.com
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ANNEXURE - F - Medical Self-Declaration

MEDICAL DECLARATION FORM

Applicant ID *(To be filled by HR)*		Associate ID *(To be filled by HR)*	

First Name: Last Name:

Gender: Male/Female Date of birth (DD/MM/YYYY) Blood Group

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			

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Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

Heart Attack		Diabetes	
High Blood Pressure		Stroke	
Night Blindness		Valve Disorders	
Asthma		Slipped disc	
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: _____

Name: _____

Date: _____

(DD/MM/YY)

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ANNEXURE - G - Intellectual Property Assignment

Associate Name :
Associate ID :
Date :

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) **Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) **Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED ACCEPTED

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ANNEXURE - H - Agreement ? General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

   Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This **Clause 4** is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

   a) Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

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b) Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c) In the event of a breach or threatened breach of this **Clause 4** by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d) In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:**
Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.

6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this **Clause 6** does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited.

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

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a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;

b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration**: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in **Clause 13** for the liquidated damages specified in **Clause 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent **j**urisdiction.

10. **Severability:** Each Clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

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11. **Entire Agreement**: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in **Clause 4** so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20.

For and on Behalf Of
Tech Mahindra Limited

Venkat Paturi
Head - Resource Management Group

Signature :
Ms. Sneha Shahaji Jagtap

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ANNEXURE - I - ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Sneha Shahaji Jagtap** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Ms. Sneha Shahaji Jagtap**, hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this _____day of _____ (month), _____ (year), and hereby acknowledges, understands and agrees to the above.

Sneha Shahaji Jagtap

Signature: _____

Witness / Notary Public: _____

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Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at **<<Joining Location>>** on this **<< Joining Date>> day** of **<< Joining Month>> << Joining Year>>** by Mr/Ms/Mrs**.<< Name >> age <<Age>>** S/o Mr**.<<Father's Name>>** a permanent resident of **<<Address>>** *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

AND

Mr. **<<Name of Surety>>** age **<<Age>>** S/o Mr**.<< Father's Name of Surety>>** a permanent resident of **<< Surety Address>>** [hereinafter called **"Surety"** which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Tech Mahindra Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Infocity, Hitech City Layout, Madhapur, Hyderabad ?500081, India [hereinafter called **"Tech Mahindra"** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the **Employee** has been selected for appointment as _____

in Band _____ in the service of Tech Mahindra.

AND WHEREAS an Offer of Appointment containing the terms and conditions of the appointments has alre ady been issued to the **Employee** vide letter No. _____ dated of **Tech Mahindra**.

AND WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on _____ by the **employee.**

AND WHEREAS one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called .Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

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NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24**) months from the date of joining.

2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.

3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.

4. The party of the Second Part i.e _____agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and** failure to indemnify Tech Mahindra, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR. 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.

5. The Employee further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Tech Mahindra, he/she shall pay an amount of INR. 100,000 (Rupees One lakh only) with the interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Tech Mahindra has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Tech Mahindra during intervening period. The employee and surety agrees that assessment of liquidated damages as assessed as INR. 100,000 (Rupees One lakh only) are reasonable, which they both agree to pay jointly and severally, on demand made by Tech Mahindra.

6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and Tech Mahindra shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.

7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

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IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

Name of First Part: **Sig**:

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

Name of Surety: **Sig**:

S/d by:-

1. WITNESS: _____
(Name)

NAME & ADDRESS:

2. WITNESS: _____
(Name)

NAME & ADDRESS

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BRAVES

BT/India/21-057/1

September 06, 2021

Shreya Dilip Shrivas
52/1, Shri Ram Society
Behind Rakshak Hospital,
Lane no.6 opp, Yuvraj Supermarket
Chandan nagar, Maharashtra - 411014

Shreya,
We are pleased to confirm our offer of employment to you and set out below details of your employment compensation and benefits package.

Position:
You will be employed as an Associate QA Engineer at Braves Offshore Management Services Pvt. Ltd (BravesOMS). Your start date is Monday September 06, 2021 and your working hours would be communicated according to the organization / Client's needs.

Salary:
Your total on target cash compensation will be INR 2,76000/-. This consists of a base salary of INR 2,16000/- (Two Lakhs Sixteen Thousand Only) and a Retention allowance of INR 60000/- (Sixty Thousand Only). The Retention allowance amount will be paid to you on the condition that you will not resign before completing 18 months with the company. In case if the condition is not met, you are liable to pay Rs. 100000/- (One lakh) amount back to the company. Also, you are entitled to get a bonus of Rs. 50000/- (Fifty Thousand) if in case you are converted to a billable resource within the first 12 months. With fewer statutory deductions as required by law. You will be liable to pay all taxes and liabilities as required under Indian Tax Law. Except for the obligation to withhold taxes from your remuneration, the Company assumes no responsibility for your personal tax affairs. The break-up of your salary has mentioned below. The break-up of your salary has been provided in the compensation details sheet.

Your annual appraisal will be done on your fixed CTC Rs. 2,16,000/- (Two Lakhs Sixteen Thousand Only).

Probation:
You will be on probation for 3 months from the date of joining the Company during which you will be on training. In case your performance is not found satisfactory during the period of probation, the Company may choose to extend during the period of probation or may choose to terminate your services by giving thirty days of written notice or pay in lieu of notice. You will be on probation till you get an email confirmation from Human Resource Team.

Confidentiality:
You shall not reveal to any person any of the trade secrets or confidential operations, processes, dealings, or information concerning the organization, business finances, or affairs of the company or any of the associated companies which come to your knowledge during your employment and shall keep with complete secrecy all confidential information entrusted to you and shall not use or attempt to use any such information in any manner so that this restriction shall continue to apply as well after the termination of this agreement as before without limit in point of time.

Deputation:
In Pursuance of your duties hereunder you shall perform such services for BravesOMS and its affiliated companies without further remuneration unless otherwise agreed and accept such office in such associated companies as your supervisor from time to time reasonably requires.

Safeguard of Intellectual Property Rights:
Subject to any statutory provision any invention, design or patent connected with the business of the company either directly or indirectly invented, designed or acquired by or any improvement in any invention or design belonging to the company made by you during the continuance of your employment by the Company shall become the sole property of the Company and you shall on being requested in writing by the company so to do sign and execute all such documents, acts and things as may be requisite for properly vesting in the company. The Company will pay expenses in connection with the obtaining or registration of any invention, design, or improvement and you shall in performing your duties hereunder as regards any such invention, design or patent apply and permit the same to be applied in furthering the interests of the company and its business.

Termination:

- The Company shall have the right to terminate your employment by giving a Three-month notice in writing or a Three-month salary in lieu thereof.
- The Company shall have the right to terminate your employment without liability for compensation or damages upon the happening of any of the following:
    - If you are unable or prevented through the incapacity to perform your duties or attend to the business with concentration to achieve results.
    - If you are guilty of any grave misconduct or willful neglect in the discharge of your duties hereunder or failure to obey your supervisor or failure to follow norms/rules as per the Company.
    - If you are convicted of any criminal offense other than an offense which in the reasonable opinion of the Company.
    - If you indulge in such or give any undertaking or make a statement to a person or in Public highly prejudicial to the interest of the company.
    - If you do any act or omission by which the company has suffered a grave loss in the business.
    - Willful absence of duties for two days without intimation in writing.
    - Any remarks of indecent nature or spreading/participating in rumors make the working environment unhealthy for a co-worker or may cause losses to the company.

Resignation:

You shall have the right to resign from the services of the company by giving three-month notice. Resignations will not be accepted while on overseas deputation & the notice period must be served on coming back to India.

Any leaves taken during the notice period will extend the notice period to make sure knowledge transfer is done properly. Any balance leaves before the resignation will be adjusted and paid at the time of the full and final settlement. Except for optional leave.

Discharge of Duties and obligations upon Termination/Resignation:

The employee shall hand over all the assets of the company in good shape and condition to the authorized person of the company and obtain a clearance certificate for the same. You shall hand over all the furniture, fixture, and assets of the company in good condition and shape which was given to you for your personal use and the vacant peaceful possession of the company leased accommodation/vehicle within two days of your termination/resignation. Failure to return the company property as per this clause will be

considered an attempt to usurp the company property. If in case, you can't visit our office to hand over all the assets of the company, You can send it via courier in a good condition at your own cost. You shall not directly or indirectly induce/influence any other employee of the company to indulge in such activity which is prejudicial to the interest of the company or to leave the services of the company.
For two years next following such termination solicit or transact business from or with any of the persons who had been within two years immediately preceding the date of such termination, customers of the Company or any of its associated companies at any place at which you had been employed by the company during the said period of two years.

During two years next following such termination be employed by or employ or enter into partnership with any person who had been, within two years preceding the date of such termination, another employee of the Company or any of its associated companies at any place at which you had been employed by the company during the said preceding period of two years and shall not solicit, entice or procure any such other employee to leave the employment of the Company or to do anything which if done by you would be a breach of this agreement.
You shall not at any time represent yourself as being interested in or employed by or in any way connected with the Company and its associated companies or any of them or the business of all or any of them.

You agree that the company will clear accounts only after all formalities as is in place from time to time as adhered. If you owe any money or equipment, then you agree to clear the same within two days of resignation/termination.

Grievances:
If you have any grievance relating to your employment you should first raise it orally or in writing with your supervisor who at his discretion may take such steps as he thinks fit with a view to settling the grievance. In case your grievance is not settled to your satisfaction, escalate the same in writing to senior management.

Onsite opportunities:
If the company decides to send you onsite to the client's location, you must sign a separate service agreement.

Training:
If the company decides to send you onsite for training, you cannot resign for Twelve months (Effective from the date you complete your training).

Breach of Contract Agreement:
If you breach any terms of the contract either during the employment or after the employment, the Company will pursue all legal remedies to collect from you any damages caused due to the breach of contract and other acts detrimental to the Company's welfare. This contract is done in good faith or trust in you only for the benefit of the company's business with your full knowledge that the company's business interests over-ride any individuals interests and that your activities while in employment or otherwise to jeopardize the company will be a criminal breach of trust.

Jurisdiction:
For this contract, courts at Pune, Maharashtra, India will have the jurisdiction.
You have read, understood, and taken legal advice if required before committing yourself to this offer of employment and terms & conditions. If you agree with the terms stated in this agreement, please indicate so by signing in the space provided below and return it to us as your acceptance of the appointment, terms, and conditions.

We are very pleased that you will be working with us and will do all we can to ensure that the transition is smooth and that our relationship is mutually beneficial.

Sincerely,



Raj Roka – Sr. Office & HR Manager
Braves Offshore Management Services Pvt. Ltd.

I have read, understood, and agree to the terms and conditions as stated in this offer.

Shreya Dilip Shrivas
Pan#

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Ubisoft Entertainment India Private Limited
Level 5. B-3, Kumar Cerebrum, Kalyani Nagar,
Pune-411006

Followed by: Arpita Biswas **09-August-2021**

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter the "NDA") is made by and between UBISOFT Entertainment India Private Limited (hereinafter "UBISOFT"), and **Mansi Gaikwad (Employee ID: 78994)** with an address at **Near Power House , 423 Rasta Peth Pune 11 Pune City Kasba Peth Pune Maharashtra 411011** (hereinafter "the Employee"), relating to the disclosure of confidential information and materials.

UBISOFT and the Employee being hereinafter jointly referred to as the "Parties".

Given the fact that, among other things, UBISOFT, its parent company and its affiliates operate a highly creative and specialized high-tech business, and that they have devoted considerable human and financial resources to the research and development of operating and production methods, applications, procedures and ideas, the Employee acknowledges that the undertaking of nondisclosure constitutes a basis for and is of the essence of his Employment Contract.

The Parties hereto mutually agree as follows:

1. Definition of the Confidential Information. "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by UBISOFT, including but not limited to any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, business plans, new products, contracts, proposals, documents, mechanical and electronic design drawings, logos, title, design, script, schedule, language, report, analysis, process data, program, source codes, object codes, research, prototype, survey, new technologies, trade secret, production plans, publicity plans, specifications, test procedures, schematics, writings, materials, methods, operations, procedures, marketing techniques, marketing plans, strategies, financial information, financial statements, customer and other business data and other information (hereinafter collectively referred to as the "Confidential Information"), which is disclosed by UBISOFT or by its Affiliates on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally or visually to the Employee or any of its other employees or directors.

2. Exceptions to non-disclosure. The obligations imposed upon the Employee herein shall not apply to Confidential Information which is (i) or becomes generally available to the public through no wrongful act of the employee; (ii) independently developed by the employee; (iii) received lawfully from a third party without restriction and without breach of this NDA; (iv) required by any judicial or governmental request, requirement or order, provided that the Employee will take reasonable steps to give the UBISOFT sufficient prior notice in order to contest such request, requirement or order. In any such event, the Employee will disclose only such Confidential Information as is legally required and will exercise reasonable efforts to obtain confidential treatment for any Confidential Information being disclosed. The Employee shall bear the burden of showing that any of the foregoing exclusions applies to any information or materials.

3. Consequences of disclosure. The Employee understands and acknowledges that Confidential Information had been developed or obtained by UBISOFT by the investment of significant time, effort and expense. The Employee recognizes that the unauthorized use or disclosure of any Confidential Information disclosed by UBISOFT would cause irreparable injury to UBISOFT. The Employee agrees that, in addition to other available legal or equitable remedies and damages, UBISOFT shall be entitled to a temporary injunction to restrain

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threatened or actual violation hereof by the Employee, its agents, servants, employers, employees, and all other persons acting thereof.

The Employee shall notify UBISOFT, by written notice, immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA and will cooperate with UBISOFT in every reasonable way to help UBISOFT to regain possession of the Confidential Information to prevent its further unauthorized use.

4. Term. During the period of his employment or at any time after his termination, Confidential Information shall not be disclosed by the Employee to any third parties.

5. Access to Confidential Information. Release, access to and/or use of disclosed Confidential Information shall be restricted to those employees, directors and attorneys of the Employee who have a need to know the Confidential Information with respect to the Purpose. The Employee shall cause all its employees, directors and attorneys to be bound by and to comply with all of the terms and conditions of this NDA. The Employee shall not disclose the Confidential Information to any Affiliates or any third party without the prior written consent of UBISOFT.
For the purpose of this NDA "Affiliates" shall mean any of the Parties' affiliated, related and/or parents, subsidiary entities and their respective employees and directors.

6. Use of Confidential Information The Employee shall use the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential information, and in all events at least a reasonable degree of care. Except as otherwise expressly provided in this NDA, the Employee shall not (i) use, copy or disclose, or authorize or permit the use, copy or disclosure of any Confidential Information in whole or in part in any manner or to any person, firm, enterprise, organization, corporation or entity (ii) alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information without the prior written consent of UBISOFT ; (iii) use any Confidential Information obtained from the Disclosing Party to its competitive advantage.. All Confidential Information furnished by UBISOFT to the employee shall be used solely in connection with the Purpose. All Confidential Information made available hereunder, including all copies, notes, summaries, and abstracts thereof, shall be returned to UBISOFT.

7. Property All rights in and title to the Confidential Information supplied by UBISOFT is and shall remain its exclusive ownership. Neither the execution and delivery of this NDA, nor the furnishing of any Confidential Information by UBISOFT shall be construed as granting to the employee, either expressly, by implication, estoppels or otherwise, any license to use or exploit any Confidential Information.

8. Return of the Confidential Information. Immediately upon request of UBISOFT, the Employee shall return to UBISOFT all Confidential Information made available hereunder, including all documents and other materials embodying Confidential Information and any and all copies thereof.

9. Confidentiality of the relationship. The Parties shall not make any public statement or comment on the existence or provisions of this NDA, or the existence or content of a relationship between the Parties, without the prior written consent of the other party.

10. Limitations. No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate UBISOFT to (i) enter into any further agreement or negotiation with the employee or; (ii) make any further disclosure to the employee; (iii) refrain from entering into any negotiation or agreement with any third

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party regarding a similar purpose; or (iv) refrain from pursuing its business in whatever manner it elects even if this involves competing with the employee.

11. Porte Folio. The Employee may not include in a portfolio any documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material belonging to UBISOFT or relating to its business or that of its parent company and their affiliates unless he obtains the prior written consent of UBISOFT.

12. Return. The Employee agrees that, upon the termination of his employment, he shall return to UBISOFT, without reproducing or transmitting them in any manner whatsoever, all documents, drawings, sketches, files, reports, notes, copies, media, samples, programs, codes or other property or material which belong to UBISOFT or which relate to its business or that of its parent company and their affiliates which are in his possession or under his control.

13. General Provisions

13.1 This NDA constitutes the entire agreement between the Parties with respect to the subject matter of this NDA and supersedes any and all prior or contemporaneous oral or written representations relating thereto.

13.2 Any notices required by this NDA shall be in writing and shall be given by hand or sent by mail to the Employee.

13.3 If any term or provision of this NDA shall be held illegal or unenforceable, it is to that extent omitted and the validity or enforceability of the remainder of this NDA shall not be affected.

13.4 This NDA shall not be assigned by either Party, except upon prior written consent of the other Party.

13.5 It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

13.6 The validity of this NDA and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of India. IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this NDA, and that by signing this NDA they agree to be bound by all terms, conditions, and obligations contained herein.

DocuSigned by:
Mansi Gaikwad
9A47855AF5AA436...

Mansi Gaikwad

DocuSigned by:
Sheetal Mane
B41475566A604FE...

On Behalf of Samira Chabani – Director Human Resources

For UBISOFT Entertainment India Private Limited

Ubisoft Entertainment India Private Limited
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Ubisoft Entertainment India Private Ltd.
Level 5, B-3,Kumar Cerebrum,
Kalyani Nagar, Pune- 411006

09-August-21

Mansi Gaikwad
Near Power House , 423 Rasta Peth Pune 11 Pune
City Kasba Peth Pune Maharashtra 411011

Followed By: Arpita Biswas

Dear Mansi Gaikwad,
Further to our discussions, we are delighted to offer you an appointment with Ubisoft Entertainment India Private Ltd., Pune **("Ubisoft" or the "company")** for the post **"Junior Game Tester (L0)",** as per the terms of reference given below.

Terms and Conditions

1. You will be governed by the rules, regulations and other Company policies including without limitation the Employee Handbook ("**Company Policy**") of Ubisoft as applicable, enforced, amended or altered from time to time during the course of your employment.

2. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, your roles and responsibilities may vary. You are required to report to our office in Pune. You will be reporting to such person in Ubisoft as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Ubisoft operations or operations of Ubisoft's associate Companies in India or abroad. Ubisoft further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Ubisoft or as part of any restructuring or amalgamation or such other plan implemented by Ubisoft or by which Ubisoft is bound, on such terms and conditions as applicable to such plan.

3. Subject to your accepting this appointment letter and reporting to duty on, **09-August-21** your appointment is effective from the date of joining. **You shall be on a contract period for 1 year from the date of joining.** You shall be on a probationary period of **six months**, at the end of the probationary period, your performance will be reviewed and if found satisfactory, the contract period can be further extended, reduced or waived at the discretion of the management. During the probationary period, either party may terminate this appointment by giving **15 days**' notice or payment of salary in lieu thereof.

   After successful completion of six months contract, either party may terminate this appointment by **1 month** in writing or payment of salary in lieu thereof.

   At the end of the contract term, the duration may be extended, on such terms and conditions as may be mutually agreed by the parties.

   Ubisoft may immediately terminate your services without any compensation or notice thereof, if you are in material breach of your responsibilities which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least seven days after receipt of notice from Ubisoft. In the event

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of your continuous absence for a period of ten consecutive working days or more or overstaying the sanctioned leave without sufficient grounds, proper or satisfactory explanation and without formal request or permission from the Ubisoft management for the same, you shall be deemed to have abandoned and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by the Company.

In the event, termination is initiated by you, Ubisoft may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period. Upon termination for whatever cause or reason, you shall return all company property including books, papers, and documents whether in hard copy or in soft form, entrusted to you during the course of your employment with Ubisoft. Ubisoft may, in its sole discretion, deduct the value of the property not returned by you in the full and final settlement.

4. You agree that you shall perform your duties, as may be assigned to you from time to time, with diligence, devotion and discretion. While in the employment of Ubisoft, you shall (a) use your best endeavor to defend and promote the business interests of Ubisoft; (b) devote your full time, attention and efforts to serve Ubisoft; and (c) not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including in any activity, which competes with activities of Ubisoft or conflicts with your position in Ubisoft. You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with Ubisoft is on a full time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of Ubisoft, which consent may be granted at Ubisoft's sole discretion.

5. The company will be working Monday through Friday **from 8:00 a.m. to 5:00 p.m.** with an hour lunch recess and your working hours will be as advised to you by your superiors from time to time. Actual work timings and shifts may vary from time to time based upon business and customer service requirements. You will be advised by your Supervisor or Manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

6. You will be entitled to twenty-three (23) working days leave per annum based on date of joining, to be taken by agreement with the company. Employees shall be entitled to encashment of up to 8 days of leave that has accrued to them during their course of employment with Ubisoft. The leaves shall be encashed as per the eligibility limits subject to the policy of the company within 7 days from the date of submission of request. Before the completion of six months of employment, you will be eligible for leaves on pro rata basis.

7. Ubisoft shall observe the national holidays and other optional holidays as per the Bombay Shops and Establishment Act, 1948.

8. Your appointment shall be subject to the verification of your credentials, testimonials, reference checks and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated without notice or compensation.

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9. You may be required to sign any relevant confidentiality agreement as per Company Policy / Practice. Specifically, however, you will have to comply with the Company's non-disclosure policy.

10. The Employee shall not, during the term of his employment and for a period of 6 months following termination ("Restricted Period"), directly or indirectly, whether as owner, partner, investor, consultant, agent, co-venturer or otherwise (other than through ownership of publicly-traded capital stock of a corporation which represents less than five percent (5%) of the outstanding capital stock of such corporation), (i) compete with the Company in any business activities which are similar to or might reasonably be expected to compete or conflict with any aspect of the business of the Company, or which affect the proper and efficient performance of the Employee's duties ("Restricted Business"), [without the prior written consent of the Company], or (ii) undertake any planning for any Restricted Business [without the prior written consent of the Company].

11. The Employee shall not, during the Restricted Period, directly or indirectly, (i) hire or attempt to hire any employee of the Company or anyone who was such an employee within the six (6) months preceding such hire or attempt to hire, (ii) assist in hiring or any attempt to hire of anyone identified in clause (i) of this sentence by any other person, or (iii) encourage any employee or independent contractor of the Company to terminate his relationship with the Company.

12. The Employee shall not, during the Restricted Period, directly or indirectly, solicit or encourage any customer or prospective customer of the Company to terminate or diminish its relationship with any of them, or to conduct with any person any business or activity which such customer conducts or proposes to conduct with the Company.

13. Ubisoft acknowledges that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, either during or after termination of employment, for yourself or for the benefit of any third party, except as required in your duties to the Company, any proprietary/confidential information, whether or not developed by you, unless you first obtain approval from the management or unless and until such information shall have become general public knowledge by any means other than disclosure by you. Your obligations of confidence and non-use shall survive termination of his employment with the Company.

14. You shall not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Ubisoft or its subsidiaries or affiliates, except with prior written approval.

15. Your gross annual compensation (Cost to Company) shall be **INR 261,036.00 p.a. Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** and shall be subject to statutory deductions such as Income Tax, Profession Tax, Provident Fund, etc. The detailed breakup of your gross annual compensation shall be provided you at a later date. Ubisoft assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Ubisoft may from to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied with as an employer.

16. All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of Ubisoft and you confirm and agree that you shall not be entitled to claim any rights over such intellectual property. If required by Ubisoft, during or after the term of this engagement, you shall assign and transfer in favour of Ubisoft or, at the request of Ubisoft, in favor of any of

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its subsidiary, affiliate or customers, all intellectual property rights in such works or materials and shall execute such deeds and documents, as Ubisoft may require, to effectually vest in Ubisoft, any of its subsidiary, affiliate or customers as Ubisoft may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property properties or rights of any other persons.

17. You will undergo intensive training in the Company for a period of six months for which the Company will incur substantial expenditure on training, material, and expenses. You agree that in consideration thereof you will serve the Company at least for a period of 06 months from the date of completion of six months' probation failing which you agree to pay a sum of INR 40000/- as liquidated damages to the Company for the loss suffered by the Company due to your not completing the agreed period of employment. You agree that the sum of liquidated damages is a genuine pre-estimate of the cost the Company will incur on your training.

18. The terms of this offer are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Ubisoft. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out therein.

Regards,
For Ubisoft Entertainment India Private Limited,

Authorized Signatory: Samira Chabani – Director Human Resources

Date: 09-August-21

19. I hereby accept and agree to this employment contract. I promise to abide by the rules, regulations and other Ubisoft Company Policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Ubisoft.

Further, I hereby accept and agree that although a copy of the Ubisoft Employee Handbook was not made available to me for review, all the terms and conditions thereof have been explained to me and I agree to abide by them.

Name: Mansi Gaikwad

Signature: DocuSigned by: Mansi Gaikwad

Date: 8/8/2021

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Annexure A

Position Title: **Junior Game Tester (L0)**

Total Cost to Company (CTC): **INR 261,036.00 p.a.**

Your compensation is **Two Lakh Sixty-One Thousand and Thirty-Six Rupees Only** per annum on a cost to company basis and will be broken up under various heads based on company policy.

This amount includes all benefits and variable pay if any as described below and may be varied from time to time subject to Ubisoft's discretion.

Salary Structure:

Components	**Monthly(in Rs)**	**Annual(in Rs)**
Basic	12,022	144264
HRA	3,607	43,279
Entertainment Allowance	1,945	23,344
Employer's Contribution to PF	1,676	20,113
Fixed CTC (A)	**19,250**	**231,000**
Gratuity	578	6,936
**Bonus	1,925	23,100
Total CTC (B)	**21,753**	**261,036**
Deductions	**Monthly(in Rs)**	**Annual(in Rs)**
Employer's Contribution to PF	1,676	20,113
Employee's Contribution to PF	1,676	20,113
Income Tax	…	…
Sodexo Meal Coupons	…	…
Professional Tax	200	2,500
Total Deductions (C)	**3,552**	**42,726**
	Monthly(in Rs)	**Annual(in Rs)**
Net take salary =(A)-(C)	**15,698**	**188,274**
Net and gross salary is applicable to Professional tax and Income tax		
Hence the deductions towards the same will be made separately.		

Bonus: You will be eligible for a Bonus payout, which is calculated at 10% on fixed CTC as mentioned in the compensation details above. The mode of payment for Financial Year will be as follows.

No Bonus will be paid during the first Six months of the contract.

Bonus payout amount will be retroacted from date of joining after successful completion of six months contract/probation. Amount of Bonus paid will be purely based on the company's and individual performance.

Ubisoft Entertainment **India Private Limited**
Registered Office : Level 6, B-3, The Cerebrum IT Park Kalyani Nagar Pune MH 411006 IN
Branch Office : Sigma Building – Unit 6, 6th floor, Technology Street – Hiranandani Gardens, Powai - 400076
Tel : 020-6642 4500/022-68400500
CIN : U72200PN2008FTC131975 Email : UbisoftIndia@ubisoft.com

www.ubisoft.com

DS MG

DocuSign Envelope ID: 2289CCDB-5D8B-407C-8E76-B80B20231ABE



**** In Lieu of Statutory Bonus**

Note – Amounts towards the Income Tax and Professional Tax, PF, ESIC (As Applicable) at applicable rates would be deducted at source.

Profession tax deducted is Rs. 200 per month from April to February and Rs.300 for the month of March.

The Provident Fund and Gratuity shall be administered according to the policy of the company on a uniform basis for all the employees. Fixed CTC (cost to company) includes the company's contribution to Provident Fund.

Annexure B
Employee Benefits:

A) Mediclaim Insurance:

- You and your family (Spouse and up to 2 Kids) are covered under Mediclaim Insurance.
- Coverage limit is up to 3 lakhs.

B) Life Insurance:

- You will be covered under Life Insurance Policy
- Coverage: 2 times of your Fixed CTC with minimum of 5 lakhs coverage.

C) The Company will provide Free of Cost Breakfast and Subsidized Lunch.

For Ubisoft Entertainment India Private Ltd.

Authorized Signatory: Samira Chabani – Director Human Resources

Employee Acceptance

Name: Mansi Gaikwad

Signature: DocuSigned by: Mansi Gaikwad 9A47855AF5AA436...

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TRAINING AGREEMENT

This agreement for the appointment and training of a Trainee ("**Agreement**") is entered into at Bangalore, on this Jul 14, 2021, ("**Effective Date**"), by and between:

GIGMO SOLUTIONS PRIVATE LIMITED, a company organized under the laws of India, having its registered office at Ground Floor, 20/1, Shalom Home, 9th Cross, Shiv Shakti Nagar, RBI Layout main road, JP Nagar, Bangalore 560078 (hereinafter referred to as "**Gigmo**" which expression shall, unless repugnant to the context thereof, include its successors and assigns) of the **FIRST PART**;

And

Mr./Ms. Ankita Khinvasara, Son/daughter of Umesh Ashok Khinvasra, resident of Near swargate,582 shukrawar peth, rajgulan apartment, pune,Maharashtra-411002 (hereinafter referred to as the "**Trainee**" which expression shall, unless repugnant to the context thereof, include his/her successors, legal representative, heirs and permitted assigns) of the **SECOND PART**;

And

Mr./Ms. Umesh Khinvasara, father/mother of the Trainee, resident of _____ (hereinafter referred to as the "**Confirming Party**" which expression shall, unless repugnant to the context thereof, include his/her successors, legal representative, heirs and permitted assigns) of the **THIRD PART.**

Gigmo and the Trainee are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. Gigmo through its Platform (*as defined hereinafter)* connects support engineers to organizations to provide customer support and other services to organisations for projects, consulting assignments, advisory roles and part time resource needs;

B. The Trainee wishes to be engaged by Gigmo and to participate in the Training (*as defined hereinafter*) provided by Gigmo to be able to efficiently provide the Services (*as defined hereinafter*);

C. Gigmo wishes to engage the Trainee to provide the Services to the Client (*as defined hereinafter*) and to the End-User (*as defined hereinafter*) for project-based work and other types of part-time work structures on the terms and conditions set forth in this Agreement;

D. The Trainee has represented to Gigmo that it has the requisite expertise and knowledge to provide the Services to the Client and the End-Users and Gigmo has agreed to engage the Trainee for the same upon the terms and conditions hereinafter contained; and

E. Pursuant to the above understanding and agreement, Gigmo and the Trainee now intend to

formalize the arrangement on the terms and conditions hereinafter detailed.

NOW THEREFORE, in consideration of the aforesaid and the mutual promises and good and valuable consideration the receipt and adequacy of which is hereby mutually acknowledged by the Parties, the Parties hereto agree as follows:

1. DEFINITION AND PRINCIPLES OF INTERPRETAION

1.1 Definitions

In addition to the terms defined in the introduction to this Agreement and other parts of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the following meaning set forth below:

"**Agreement**" means this Trainee agreement for the appointment and training of a Trainee including its annexures, which are deemed to form an integral part of it;

"**Applicable Laws**" shall mean any and all: (i) laws, statutes, constitutions, treaties, rules, regulations, ordinances, codes, guidance, and common law; and (ii) all judicial, executive, legislative, administrative or military orders, directives, decrees, injunctions, judgments, permits, agreements, and other legal requirements, in each case, of, with, or adopted or imposed by any Governmental Authority (*as defined hereinafter*), now or hereafter in effect and, in each case, as amended from time to time;

"**Bonus**" shall have the meaning given to such term in Clause 5.5;

"**Client**" shall mean any legal entity/organisation to which Gigmo shall assign the Trainee to provide the Services to the Client and/or the End-User;

"**Client's Platform**" shall mean and include an online facility/any location designated by the Client (which also includes the Client's office) from which the Trainee shall provide Services to the Client or End-User, as applicable;

"**Communication**" shall have the meaning given to such term in Clause 20.4;

"**Confidential Information**" shall mean all written and/or tangible information created by Gigmo or the Client or disclosed by Gigmo or the Client to the Trainee which is confidential, proprietary and/or not generally available to the public, including but not limited to information pertaining to this (i) Agreement; or (ii) trade secrets; or (iii) customer service protocol exclusively developed by the Client; or (iv) End-User personally identifiable and other information; or (v) personnel or employee details; or (vi) proprietary information including, but not limited to, ideas, techniques, know-how, business plans, data, processes, source code, techniques, inventions, discoveries, patterns, mailing lists, and devices processes, and formulae related to the current, future and proposed services of each of the Parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, financial information, procurement requirements, customer lists, investors, business and contractual relationships, business forecasts, sales, marketing plans and information the

disclosing Party provides regarding Third Parties. Notwithstanding the foregoing, information shall not be deemed confidential and the Trainee shall have no obligation with respect to any such information which: (i) is already known to the Trainee; or (ii) is or becomes publicly known through no negligence or other wrongful act of the Trainee; or (iii) is received by the Trainee from a Third Party without similar restriction and without breach of this Agreement; or (iv) is independently developed by the Trainee;

"**Dispute**" shall have the meaning given to such term in Clause 18.1;

"**Effective Date**" means the date of execution of this Agreement;

"**End-User**" shall mean customers of the Client to whom the Trainees shall be providing the Services on behalf of the Client;

"**Fees**" shall have the meaning given to such term in Clause 5.1;

"**Force Majeure**" shall have the meaning given to such term in Clause 17.1;

"**Gigmo's Platform**" means [https://www.gigmos.com/] or such website or any other mobile application powered by Gigmo to provide the Services, but does not include any website or mobile application owned or operated by a Third Party that may be accessed from any page on [https://www.gigmos.com/] or mobile application powered by Gigmo;

"**Governmental Authority**" shall mean any state, commonwealth, provincial, local or foreign governmental authority, entity, body, branch, agency, department, bureau, board, commission, officer, official, court, adjudicator, tribunal, or other entity, including any agent, division or subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative authority having jurisdiction over a Party;

"**Intellectual Property**" shall mean all right, title and interest in or relating to: (i) trade secrets, inventions, know-how, formulae and processes; (ii) patents (including all reissues, divisions, continuations and extensions thereof) and patent applications; (iii) trademarks, service marks, trade names, trade dress rights, logos, brand names, domain names, URLs, website content, social media pages and other source or business identifiers, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals, and extensions thereof; and (iv) works of authorship and copyrightable works (including software), whether or not registered or published, copyright registrations and copyright applications, and all reversions, extensions and renewals thereof;

"**Intellectual Property Rights**" or "**IPR**" shall mean and include: (i) all trademarks, property, rights, title, and interest under any statute or under Applicable Laws including patent rights, design rights, copyrights including moral rights, computer software, data, databases and documentation thereof and any similar rights in respect of the publishing business, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations with respect to the publishing business anywhere in the world; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future,

related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same;

"**Loan Amount**" shall have the meaning given to such term in Clause 2.1.6;

"**Personally Identifiable Information**" shall have the meaning given to such term in Clause 12.1;

"**Repayment Installment**" shall have the meaning given to such term in Clause 4.1;

"**Services**" means and refers to the services that the Trainee shall provide to the Client and the End-Users as is more particularly set forth in **Annexure 1** and any other services that are to be provided by the Trainee to the Client and/or the End-User as shall be communicated to the Trainee by Gigmo, on a case to case basis;

"**Term**" shall have the meaning given to such term in Clause 16.1;

"**Third Party**" shall mean a party which is not a signatory to this Agreement;

"**Training**" shall mean and refer to the training programme to be provided to the Trainee by Gigmo subsequent to the execution of this Agreement. The details of the training are more particularly set forth in **Annexure 2** of this Agreement;

"**Training Fee**" shall have the meaning given to such term in Clause 2.1.6; and

"**Work Product**" shall have the meaning given to such term in Clause 14.3.

1.2 Interpretation

Unless the context otherwise indicates:

(a) A reference to this Agreement or another document includes any variation or replacement of either of them.

(b) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

(c) If a provision of this Agreement is inconsistent with the provision of another Agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.

(d) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.

(e) A reference to this Agreement incorporates a reference to the **Annexures** to this Agreement.

(f) References (including defined terms) to the singular include the plural and *vice versa* and

to a person includes body corporate and *vice versa*.

2. SCOPE

2.1 Training

2.1.1 Subsequent to the execution of this Agreement, Gigmo shall provide the Trainee the Training which shall be for a duration as set forth in **Annexure 2** of this Agreement.

2.1.2 The Training shall be provided to the Trainee to enhance his/her skills, knowledge and expertise to provide the Services.

2.1.3 The Training shall be provided online or any other venue as communicated to the Trainee by Gigmo or through an online mode and shall be mandatory for the Trainee to attend.

2.1.4 Gigmo shall during or at the end of the Training have the right to conduct online/offline tests and interviews. Passing of such online/offline tests and interviews shall be mandatory and may be set as a pre-requisite by Gigmo to determine the eligibility of the Trainee for any Services. Gigmo shall have the sole discretion to determine what amounts to passing of the online/offline tests and interviews.

2.1.5 The Parties agree that upon successful completion of the Training, subject to Clause 5.1 and 5.2, Gigmo shall pay the Trainee the Fees (*as defined hereinafter*).

2.1.6 The Trainee understands that the Training course being provided to the Trainee shall cost Rs. 50,000/- (Rupees Fifty Thousand Only) ("**Training Fee**") and that the Trainee shall be liable to pay Gigmo the Training Fee to undertake the Training.

2.2 Services

2.2.1 In consideration of the mutual rights and obligations herein contained, Gigmo hereby engages the Trainee to provide the Services to the Client and/or the End-User, in the manner and on the terms & conditions contained in this Agreement. The Services shall be subject to regular review by the Client and/or the End-User.

2.2.2 The Trainee may work remotely or if requested by the Client and/or the End-User, shall work at any location, provided reasonable travel expenses are reimbursed by the Client.

2.2.3 The Trainee agrees and undertakes that it shall mandatorily participate in all tests, interviews, programs, activities and Training assigned to it by Gigmo. The Trainee acknowledges and agrees that such tests and processes may be set as a pre-requisite by Gigmo or the Client or the End-User to determine the eligibility of the Trainee for any Services. The progress of the Training shall be subject to review by Gigmo and Gigmo shall have the sole discretion to determine the performance of the Trainee in this regard.

2.2.4 The Parties agree that the scope of Services is not exhaustive and can be expanded, altered or both, as per the needs of Gigmo, the Client and/or the End-User as is communicated to the Trainee, during

the pendency of the Agreement.

2.2.5 The Trainee expressly acknowledges and agrees that the Parties have entered into this Agreement on the basis that Gigmo may, in its absolute discretion, require other trainees contractors, to provide Services, similar to or identical to those undertaken by the Trainee.

2.3 The Trainee shall ensure that it undergoes the Training and provide the Services according to the terms and conditions of this Agreement and as may be required by Gigmo and communicated to the Trainee from time to time.

2.4 The Trainee agrees that it shall be bound by the terms of use and privacy policy set forth on Gigmos website and that the Trainee shall periodically return to Gigmo's Platform to review the most current or novated version of the terms.

3. LOAN TO TRAINEE

3.1 The Trainee has represented to Gigmo that it does not have adequate funds to undertake the Training and has requested Gigmo to advance funds to the Trainee on the execution of this Agreement. Gigmo, in a gesture of good faith, has agreed to grant such non-interest bearing temporary advance to the Trainee towards the Trainee's Training and payment of the Training Fee on the terms and subject to the conditions hereof provided.

3.2 The Parties agree that on the execution of this Agreement, Gigmo shall provide the Trainee a temporary advance of Rs. 50,000/- (Rupees Fifty Thousand only) ("**Loan Amount**") for the Training and the same shall be treated as a non-interest bearing loan facility extended by Gigmo to the Trainee. It is hereby agreed by the Parties that the Loan Amount will not be transferred to the Trainee by Gigmo and the Trainee hereby provides its consent to Gigmo to utilize the Loan Amount for the payment of the Training Fee.

3.3 On the Effective Date, the Trainee shall execute a demand promissory note, in the form set forth at **Annexure 3** to this Agreement, in favour of Gigmo.

4. REPAYMENT OF LOAN

4.1 The Trainee agrees that it shall repay the Loan Amount to Gigmo within eighteen months (18) months from the completion date of the Training. The Trainee agrees to repay the Loan Amount by way of equal monthly instalments of Rs. [2778]/- (Rupees [Two thousand seven hundred and seventy eight] Only) each ("**Repayment Installment**").

4.2 The Repayment Installment shall be payable every month by the Trainee subsequent to the completion of the Training by the Trainee. The Trainee agrees and permits Gigmo to automatically deduct the Repayment Installment from the Fees payable to the Trainee by Gigmo every month.

4.3 The Trainee agrees and acknowledges that in the event the Trainee refuses to and/or fails to complete the Training for any reason whatsoever, Gigmo shall forthwith have the right to terminate this Agreement in accordance with Clause 16 and the Trainee shall be liable to pay Gigmo the Loan Amount incurred by Gigmo towards Training.

4.4 The Trainee agrees and undertakes that in the event that the (i) Trainee terminates this Agreement, for any reason whatsoever; or (ii) Gigmo terminates the Agreement in accordance with Clause 16.3 prior to the full repayment of the Loan Amount, the Trainee shall be liable to pay Gigmo the Loan Amount minus the Repayment Installments already deducted by Gigmo.

4.5 In the event that the Trainee fails to make the balance repayments of the Loan Amount within thirty (30) days from the date of termination, the Trainee shall be liable to pay interest on the same at the rate of 18% (eighteen percent) per annum from the date the payment is due till the date of the payment along with applicable interest to Gigmo. This shall be without prejudice to any other rights which Gigmo has against the Trainee under this Agreement.

4.6 The Parties agree that Gigmo shall have the right to recover all sums due from the Trainee including but not limited to the Loan Amount paid by Gigmo towards Training.

4.7 The Confirming Party agrees and acknowledges the provisions of Clause 3 (*Loan to Trainee*) and Clause 4 (*Repayment of Loan*) and undertakes to keep and hold Gigmo, its officers, directors, employees, and representatives indemnified and harmless against any all damages, costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by Gigmo or made or taken against Gigmo, which are directly or indirectly arising out of breach of such provisions by the Trainee.

5. CONSIDERATION

5.1 In consideration of the Services to be provided by Gigmo and performance of the terms and conditions contained herein by the Trainee, Gigmo shall pay the Trainee, after the end of the training period, a retainer amount of **Rs. [33,333] Rupees Thirty Three thousand three hundred and thirty three** ("**Fees**") every month for the remaining duration of the Term of this Agreement. This is governed by the employment contract signed by the Trainee along with this training agreement.

5.2 The Trainee acknowledges and agrees that Gigmo shall be entitled to deduct every month the Repayment Installment from the Fees payable to the Trainee.

5.3 The Trainee understands that Gigmo reserves the right to either decrease or increase the Fees of the Trainee at any time by giving prior notice to the Trainee based on the performance of the Trainee or for any other reason as Gigmo deems fit.

5.6 All payments by Gigmo to the Trainee under this Agreement shall be made subject to withholding of all applicable taxes for the time being in force. Gigmo shall be entitled to deduct TDS on the Fees as per the prevailing rate as applicable under the Applicable Law at the time of payment of the Fees and Gigmo shall provide the Trainee the TDS certificate for the same.

5.8 The Trainee shall not claim from Gigmo any additional costs, expenses or extension of the Service beyond that specifically authorized by Gigmo.

5.9 The Trainee shall be responsible for all taxes, charges, duties, costs and expenses in respect of this Agreement or the transaction contemplated herein.

6. OBLIGATIONS OF THE TRAINEE

6.1 The Trainee shall undergo the Training required by Gigmo in a disciplined and professional manner.

6.2 The Trainee shall adhere to Gigmo's code of conduct and comply with all Applicable Laws, rules and policies enforced by Gigmo.

6.3 Gigmo shall require the Trainee to have certain infrastructure available with it including but not limited to desktop/laptop, good and fast internet connectivity, a mobile phone network connection and any other such reasonable requirements that Gigmo may specify to the Trainee from time to time.

6.4 The Trainee understands that Gigmo shall carry out a verification process to validate the identity of the Trainee as set forth in Clause 7 and the Trainee agrees to fully cooperate with Gigmo and/or any Third Party appointed by Gigmo to carry out this verification process.

6.5 The Trainee while providing the Services to the Client and/or the End-User shall always adhere to the Client's and/or the End-User's code of conduct and comply with all Applicable Laws and policies enforced by the Client related to workplace safety and health.

7. VERIFICATION OF TRAINEES

7.1 The Trainee understands that Gigmo shall carry out the verification process to validate the identity of the Trainee based on but not limited to aadhaar details, internet protocol address of the Trainee or of the Trainee or on the basis of any other identification documents as required by Gigmo from the Client from time to time.

7.2 The Trainee further understands that Gigmo may associate with a Third party in order to conduct a background verification of the Trainee and the Trainee agrees to cooperate with Gigmo and the Third Party for such background verification process.

7.3 The Trainee acknowledges that Gigmo shall collect certain information from the Trainee, including but not limited to the Trainee's name, address and any other details that Gigmo deems necessary to efficiently conduct the background verification process of the Trainee and the Trainee understands that Gigmo shall use such information solely for the purpose of the background verification and for no other purpose whatsoever. The Trainees agrees not to make any claim against/hold Gigmo liable for any loss/damage/inconvenience suffered to/by the Trainee in relation to the misuse of such information by any Third Party.

8. NON-CIRCUMVENTION, NON-SOLICITATION AND NON-COMPETE

8.1 Non-Circumvention

The Trainee agrees that for a period of two (2) years from the termination of this Agreement, the Trainee shall not directly or indirectly contact, communicate, engage in any project work with the Client or the End-User that excludes, circumvents or bypasses Gigmo or operates outside this Agreement.

8.2 Non-Solicitation

The Trainee agrees that it shall not, at all times during the Term of this Agreement and for a period of two (2) years after termination or expiry of this Agreement, directly or indirectly, initiate contact with Gigmo's employees in order to solicit, entice or induce any employee of Gigmo to terminate an employment relationship with Gigmo to accept employment with the Trainee and/or any other Third Party.

8.3 Non-Compete

The Trainee agrees that during the Term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, it shall not engage directly or indirectly in any transaction/ business/ activities which is directly or indirectly competitive to, same as or similar to the business of Gigmo, the Client and/or the End-User.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TRAINEE

9.1 The Trainee represents and undertakes that:

(a) It has the full power and authority to enter into this Agreement, undergo the Training and perform the Services and that all information given to Gigmo in connection with this Agreement, including without limitation in respect of the Trainee's identity, personal details, qualifications, training and experience, is true, accurate and complete and the Trainee has requisite expertise and knowledge to duly perform the Services under this Agreement;

(b) It shall ensure that the obligations performed by it is to the highest standards of professionalism and skill and otherwise in accordance with the instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by Gigmo and/or the Client to the satisfaction of the Gigmo and the Client;

(c) The execution, delivery and performance by the Trainee of this Agreement and the compliance by it with the terms and provisions hereof do not and will not:

(i) contravene any provision of any law, statute, rule or regulation or any order, writ, or decree of any court or Governmental Authority to which it is subject; or

(ii) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which it is a party; or

(iii) violate any provision of its constitutional documents;

(d) It is under no contractual or other restrictions or obligations under any agreement, contract or instrument which it is subject to which is inconsistent with the execution of this Agreement, or which will interfere with the performance of the Trainee's duties and obligations under this Agreement or result in any breach of any terms or provisions under any agreement;

(e) The execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which it performs services concurrently with those performed herein;

(f) It shall be responsible for its corporate, personnel and personal taxes, if any, and shall indemnify and hold harmless Gigmo for any liability in this connection;

(g) It shall perform its duties and obligations under this Agreement in such manner as to not adversely affect the reputation and goodwill of Gigmo or its business associates;

(h) It shall ensure compliance with all Applicable Laws, rules and regulations in the performance of the Services and its duties under this Agreement; and

(i) It shall not use Gigmo's, the Cleint's or the End-User's name in its solicitation of clients and customers unless specifically authorized by Gigmo in writing. Further, the Trainee shall not use Gigmo's or any of Gigmo's Clients' name in any advertisement, collateral or other material in any media without prior written approval of Gigmo.

(j) It shall hold the Personally Identifiable Information and Confidential Information of Gigmo, the Client and the End-User in trust and shall maintain the secrecy of the aforesaid information. Any failure by the Trainee with regards to the foregoing shall entitle Gigmo to avail appropriate legal remedies against the Trainee.

9.2 The Trainee agrees and acknowledges that the Trainee shall not claim, from Gigmo and/or the Client and/or the End-user, any right under Payment of Gratuity Act, 1972 or Payment of Bonus Act, 1965 or Equal Remuneration Act, 1970 or any other statute, entitled to be claimed by employee/labourers.

9.3 The Trainee acknowledges and agrees that Gigmo shall have the right to accept or reject any assignments or Services to be provided by the Trainee to the Client or End-User during the Term of this Agreement.

10. RELATIONSHIP

10.1 The relationship between Gigmo and the Trainee is that of principal and independent contractor during the training term. Nothing herein shall be deemed to create any partnership or joint venture between Gigmo and the Trainee. Nothing herein shall deem to confer on any Party any authority to incur any obligation or liability on behalf of the other Party. This Agreement does not create an employer-employee relationship between the Trainee and Gigmo.

10.2 The Trainee acknowledges it shall not be entitled to make representations or give or purport to give warranties either on his/her own behalf or on behalf of Gigmo and/or the Client other than as authorised by Gigmo and/or the Client in writing. The Trainee is not authorised to enter into contracts or agreements on behalf of Gigmo and/or the Client or otherwise legally bind or obligate Gigmo and/or the Client in any manner whatsoever.

10.3 The Trainee accepts and acknowledges that Gigmo facilitates the Trainee to connect with prospective Clients to provide its Services. Gigmo is not liable for any loss, damage or harm suffered by the Trainee in providing its Services to the Clients/End-User.

11. CONFIDENTIAL INFORMATION

11.1 Duty of Care

11.1.1 For the purpose of this Agreement, during as well as after the Term of this Agreement, the Parties agree to keep the Confidential Information in trust and confidence and to not disclose the Confidential Information to any Third Parties without the prior written consent of the disclosing Party.

11.1.2 Without prejudice to the generality of the foregoing obligations, except as otherwise specifically provided for in this Agreement or otherwise agreed to in writing by the Parties, each Party shall:

(a) ensure that the Confidential Information disclosed to it, including all copies thereof, are protected against theft, loss, modification, and unauthorized disclosure or access;

(b) use, store and maintain the Confidential Information as confidential in the same manner as provided in this Agreement; and

(c) not distribute, transmit, disassemble or utilize any part of the Confidential Information furnished by the disclosing Party in any manner, other than as expressly permitted under this Agreement.

11.1.3 Each Party agrees that it shall use a reasonable standard of care, but no less than the degree of care that it uses for the protection of its own confidential and proprietary information, to safeguard the proprietary and Confidential Information provided by the disclosing Party and will not use such Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11.2 Disclosing Confidential Information if Required to by Law

The Parties may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, the Party so required to make the authorized disclosure must seek the highest level of protection available and promptly notify the other Party of such request or requirement so as to provide a reasonable chance to seek a protective order or any other appropriate remedy. In the event such a protective order or other remedy is not obtained, the Party so required to make the authorized disclosure shall furnish only that portion of the Confidential Information that is legally required. If the Party so required to make the authorized

disclosure is compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant legal penalty, the Party may disclose only so much of the Confidential Information to the Party compelling disclosure as is required by the Applicable Law.

11.3 Return of Confidential Information

Gigmo may at any time, at its sole discretion, require the Trainee to discontinue the usage of any or all Confidential Information and shall notify the Trainee of the same. Within seven (7) days of delivery of such notification to the Trainee, the Trainee shall either promptly deliver, at its own cost, to Gigmo or destroy all written Confidential Information as directed by Gigmo and any other materials without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such materials, and shall certify the delivery or destruction, as applicable, of all such materials in writing to Gigmo. If Gigmo directs the destruction of the Confidential Information the Trainee shall permanently destroy and remove all Confidential Information including from any computer, disk or other device containing Confidential Information and give in writing an undertaking to the effect that all the Confidential Information has been removed or destroyed.

11.4 The Trainee hereby, consents to Gigmo It and its affiliates holding and processing data relating to him/her for legal, personnel, administrative and management purposes and in particular to the processing of any personal information (as defined under applicable law) relating to the Trainee. The Trainee further consents to Gigmo making such information available to the Client and potential clients and to potential purchasers of Gigmo or any part of its businesses and to the transfer of such information to Gigmo's business contacts in order to further its business interests.

12. DATA PRIVACY

12.1 By virtue of this Agreement, the Trainee shall receive certain personal information including but not limited to name, address, unique identity numbers and details such as Social Security Number, Permanent Account Number, Aadhaar Number and the like, e-mail, password, any other details of Client/End-user in furtherance of the transaction envisaged herein under (hereinafter referred to as "**Personally Identifiable Information**"). All such Personally Identifiable Information shall be collected by the Trainee only with the consent of the Client/End-user. Such consent shall be free from any coercion, fraud, undue influence or misrepresentation and the Trainee shall clearly specify the nature of Personally Identifiable Information being collected, the purpose for which the Personally Identifiable Information is being collected and shall be used, the persons to whom the information shall be disclosed and the security measures in place to safeguard the secrecy of such information. Any such Personally Identifiable Information shall be used by the Trainee for the sole purpose of providing the Services to the Client and/or the End-User.

12.2 All such Personally Identifiable Information collected, abstracted and stored directly or indirectly shall be identified, clearly marked and recorded as such by the Trainee in all documentation. Such data provided by the Trainee to Client shall be accurate, not be tampered with.

12.3 The Trainee shall at all times keep such Personally Identifiable Information private and follow the established data protection policies to guarantee the data collected from the Client/End-users with his/her consent against the breach, theft, unauthorized use and the other perils likely to affect the

security of such personal data. The Trainee acknowledges, that in the event that the Personally Identifiable Information is used in a manner not in accordance with the established data protection policies of the Client or in breach of this Clause 12, the Trainee shall notify Gigmo in writing, at dpo@gigmos.com.

12.4 The Trainee shall at all times adhere to the following while collecting and using data in regard to factors herein under:

(a) obtaining free consent as aforementioned prior to collection of Personally Identifiable Information;

(b) the pseudonymisation of Personally Identifiable Information;

(c) ensuring that Personally Identifiable Information is not made available to the public;

(d) escalating the matter to the Client if the End-User desires to change his/her Personally Identifiable Information and/or desires to withdraw consent from use of his/her Personally Identifiable Information;

(e) the non-disclosure and non-use of any data for which consent is not provided or for which consent had earlier been provided but has later been withdrawn by the End-User.

12.5 In case of breach of data, the Trainee shall take the following steps hereunder:

(a) Mitigate the effect/s of such breach.

(b) Inform Gigmo and/or the Client and describe solutions for affected End-User.

(c) Find ways to prevent such issues in future.

(d) Maintain a document regarding any breach in relation to the facts relating to such breach which shall be verified by the supervising authority from time to time.

12.6 The Trainee shall at all-time act in compliance with the data privacy laws pertinent to where Client/End-User is so located.

12.7 The obligations under this Clause shall be construed as material obligations under this Agreement.

13. DATA PROTECTION

13.1 For the purposes of this Clause 13 and this Agreement, the following definitions apply:

"**Controller**" shall mean the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data; where the purposes and means of Processing are determined by the European Union or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.

"**Data Subject**" shall mean an identifiable natural person who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"**Personal Data**" means any data or information that constitutes personal data or personal information under any applicable Data Protection Law, including any information relating to a Data Subject.

"**Personal Data Breach**" shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, whether transmitted, stored, or otherwise Processed.

"**Processing**" shall mean any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "**Process**" and "**Processed**" will have a corresponding meaning.

"**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

13.2 Without limiting any of the Trainee's obligations under this Agreement, the Trainee, in its capacity as a Processor, service provider, or sub-processor of Personal Data, will:

(a) Process the Personal Data only on documented instructions from Gigmo or the Client, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which the Trainee is subject, and only for the specific purpose of performing the Services specified in this Agreement. In such case, the Trainee will inform Gigmo and/or the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) take all measures required in accordance with good industry practice and by data protection law relating to data security (including pursuant to Article 32 of the General Data Protection Regulation ("**GDPR**");

(c) not engage another party to Process the Personal Data without Gigmo or the Client's prior written authorization, and if such authorization is granted, take those measures required pursuant to paragraphs 2 and 4 of Article 28 of the GDPR;

(d) take into account the nature of the Processing, assist Gigmo or the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Gigmo or the Client's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the GDPR) and, to the extent applicable, implementing the Data Subject's rights; and

(e) assist Gigmo or the Client in ensuring compliance with data security, Personal Data breach, data protection impact assessments, and engaging in other consultations, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to supplier).

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The Trainee acknowledges and agrees that any Intellectual Property Rights belonging to Gigmo or any assignee of Gigmo shall vest with Gigmo or such assignee. No license or conveyance of any such rights to the Trainee is granted or implied under this Agreement.

14.2 The Trainee is not entitled, either by implication or otherwise, to any title in the Intellectual Property and Confidential Information of Gigmo, except in accordance with the express written permission of Gigmo, such permission to be given or withheld at the sole discretion of Gigmo.

14.3 Except as otherwise agreed to by the Parties in writing, the Trainee acknowledges that any and all works, reports and documents developed by the Trainee including but not limited to all and any information, reports, studies, technology, software (including source codes, object codes and executables), flow charts, imagery, diagrams and other intangible and tangible material of any nature ("**Work Product**") in the course of performing the Services, have been specifically ordered and commissioned by Gigmo or the Client and shall be the property of Gigmo or the Client. The Trainee understands that such Work Product shall be deemed to be 'works-made-for-hire' for copyright purposes.

14.4 The Trainee acknowledges and agrees that Gigmo and/or the Client as the owner of the Work Product shall have the sole and exclusive right to produce, market, publish, sell and distribute the Work Product and derivative works, in whole or in part, in all forms, formats, media, and versions, now known or hereafter developed, including, without limitation, by any electronic or electromagnetic form or analog or digital signal, or on any human or machine readable medium, including as part of an electronic database throughout the world for full term of copyright including any extensions, renewals or revivals thereof and/or to license to Third Parties the production, publication, sale and distribution of the Work Product in all languages in all media, forms and formats, whether now known or hereinafter invented.

14.5 The Trainee irrevocably assigns, transfers and conveys in perpetuity to Gigmo and/or the Client, its successors and assigns, the Trainee’s entire legal and beneficial right, title and interest in the aforesaid Work Product on worldwide basis.

14.6 The whole right, title, interest in and to the Work Product, sole and exclusive right to sell, license, produce, abridge, enlarge, edit, revise, publish, sub-license and manufacture the Work Product, or any abridgement or future edition or extension thereof, in volume, non-volume, electronic or online form and/or in any other form whether now known or hereinafter invented, in all languages for the legal term of the copyright throughout the world, including renewals and extensions, shall be and remain the property of Gigmo and/or the Client who may assign the same together with all or any of its rights and obligations hereunder.

14.7 The Trainee agrees to do such further acts and execute and deliver to Gigmo and/or the Client such instruments and documents as may be required to perfect, register or enforce Gigmo's or the Client's ownership of the rights so conveyed. If the Trainee fails or refuses to execute any such instruments and documents, the Trainee appoints Gigmo as the Trainee's attorney to act on his/her behalf solely for the purpose of executing such instruments and documents. This appointment shall be irrevocable and deemed to be a power provided for valuable consideration.

14.8 The Trainee shall immediately report to Gigmo any infringement or possible infringement of the Intellectual Property Rights which come to its attention or claims that the Intellectual Property Rights infringe any person's rights. The Trainee shall have no right to bring actions concerning any such infringements without the express prior written consent of Gigmo. It shall be within the sole discretion of Gigmo whether to take actions against such infringements. Gigmo and/or the Client shall keep the Trainee informed of its decision in this regard and the Trainee shall cooperate fully in preparing, implementing and bringing any such legal action.

14.9 The Trainee agrees that Gigmo and the Client own their respective legal rights, titles and interests in the Client's Platform, Gigmo' Platform, the Services, their trademarks, brand names, logos, contents and all their other Intellectual Property which exist or may come into existence at any time during the Term or after that (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

15. INDEMNIFICATION

15.1 The Trainee hereby undertakes to keep and hold Gigmo, its officers, directors, employees, and representatives indemnified and harmless from and against:

(a) all damages, costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by Gigmo or made or taken against Gigmo, which are directly or indirectly arising out of breach of this Agreement by the Trainee or by any act or omission of the Trainee in performance of the Services;

(b) any act done by the Trainee which is detrimental to the Gigmo or the Client;

(c) any contravention and/or non-compliance on the part of Trainee with any Applicable Law including statutes and ordinances, regulations and codes;

(d) any actual infringement of any patent, copyright, trademark, trade secret or other Intellectual Property, proprietary or contractual right of any Third Party, with respect to the performance of the Services under this Agreement;

(e) any improper disclosure and/or use of Confidential Information/Personal Data by the Trainee;

(f) any and all liability that may become due on account of any alleged non-payment of any or all of taxes, levies, duties, assessments, or deductions by the Trainee and further including, among other things, any penalties and interest thereon and any such payments assessed by any state or local Government Authority against Gigmo by reason thereof and

all costs and expenses including legal costs and fees incurred by Gigmo in defense or protection against any such assessment;

(g) Any breach of any representation or warranty by the Trainee;

(h) Gross negligence or willful misconduct.

15.2 To the fullest extent permitted by Applicable Law, neither Gigmo nor its affiliates shall be liable for any special, indirect, consequential, or incidental damages arising out of this Agreement, any documents referenced in this Agreement, or any addenda or amendment hereto even if Gigmo has been advised of the possibility of such damages.

15.3 The Trainee shall solely be liable for any loss, injury, claim, liability, or damage of any kind sustained by the Client and/or End-User by virtue of the transactions contemplated herein.

16. TERM AND TERMINATION

16.1 This Agreement shall be effective for a period of 2.5 years commencing from the Effective Date and ending on 30 April 2023 ("**Term**"), unless terminated earlier in accordance with the terms of this Clause.

16.2 The Agreement may be renewed for a further period of 24 months on the expiry of the Term, subject to mutual agreement of the Parties.

16.3 In the event the Trainee:

(a) Fails to grasp the training content, which may be evident by assessments, written and verbal, that Gigmo conducts from time to time

(b) commits a breach of this Agreement, and has not remedied the same within thirty (30) days from receipt of a notice from Gigmo, specifying the nature of the breach and requesting that it be remedied, or

(c) fails to deliver and perform the Services in accordance with this Agreement [Annexure 4], or

(d) is absent for a continuous period of three (3) days for any reason and upon receiving notice from Gigmo continues to be absent for a period of seven (7) days; or

(e) willfully commits an act of fraud or dishonesty resulting in material economic or financial loss to Gigmo or the Client; or

(f) is convicted of any criminal offence (other than a motoring offence for which no custodial sentence is given to him/her); or

(g) is in material breach of the Confidential Information obligations to Gigmo and the Client as set out in Clause 11 herein; or

(h) is guilty of gross negligence or gross misconduct (which, for the avoidance of doubt, includes any conduct which tends to bring Gigmo or the Client into serious disrepute or prejudices the interests of the business of Gigmo or the Client) including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse of Gigmo's property, or insubordination or failure to comply with the directions given by persons so authorized, or the Trainee's insolvency or conviction for any offence involving moral turpitude or on commitment of any serious or persistent breach of any of the obligations to Gigmo (whether under this Agreement or otherwise); or

(i) makes or gives a false statement or document testifying to the Trainee's ability, competence or skill; or

(j) conducts himself/herself in a manner that is regarded by Gigmo as prejudicial to its own interests or to the interests of its Clients/customers, or for any other similar reason such as the Trainee being found to be under the undue influence of drugs or alcohol during office hours or business events; or

(k) indulges in any form of harassment, including sexual harassment, or other discriminatory behavior; or

(l) if Gigmo becomes aware that the Trainee has suppressed any material or relevant information required to be disclosed by the Trainee, or has provided Gigmo with misleading or inaccurate information; or

(m) intentionally engages in any activity which would constitute a breach of the Trainee's obligations, representations and warranties under this Agreement;

Gigmo may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate this Agreement with immediate effect by giving the Trainee written notice to that effect. Upon termination, the Trainee shall immediately cease to use of the Platform.

16.4 Gigmo may also forthwith terminate this Agreement by giving the Trainee written notice to that effect, if the Client requests that the Trainee no longer provide the Services.

16.5 Gigmo may terminate this Agreement by giving the Trainee written notice of seven (7) days.

16.6 The Trainee shall not have the right to terminate the Agreement for a period of eighteen (18) months from the completion of the Training. On the expiry of the eighteen (18) months, the Trainee may terminate this Agreement by giving Gigmo written notice of sixty (60) days.

16.7 The provisions of Clause 4 (*Repayment of Loan*), Clause 6 (*Obligations of the Trainee*), Clause 7 (*Verification of Trainees*), Clause 8 (*Non-Circumvention, Non-Solicitation and Non-Compete*), Clause 9 (*Representations, Warranties and Covenants of the Trainee*), Clause 10 (*Relationship)*, Clause 11 (*Confidentiality*), Clause 12 (*Data Privacy*), Clause 13 (*Data Protection*) Clause 14 (*Intellectual Property Rights*), Clause 15 (*Indemnification*), Clause 16 (*Term and Termination*), Clause 18 (*Dispute Resolution*), Clause 19 (*Governing Law and Jurisdiction*) and Clause 20 (*Miscellaneous*) shall survive the expiration of the Term or earlier termination of this Agreement, as the case maybe.

17. FORCE MAJEURE

17.1 Either Party shall not be liable for any failure or delay on its part in performing its obligations under this Agreement, if such failure or delay is due in whole or in part, to "**Force Majeure**" conditions. Force Majeure for this Agreement, shall mean incidents which could not have been reasonably predicted and which have resulted from circumstances beyond the control of the affected Party and which are limited to, act of God, or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war or computer viruses. The Party whose performance is prevented by Force Majeure shall take all reasonable actions within its power to comply as fully as possible herewith and to preserve and protect the respective interests of the other Party hereto.

17.2 The Party invoking Force Majeure shall notify the other Party of the nature and extent of the circumstances of Force Majeure within seven (7) days after the occurrence of such Force Majeure.

17.3 The Party invoking Force Majeure shall make every effort to limit the consequences of its failure to fulfil its obligations under this Agreement vis-à-vis the other Party, and to resume the fulfilment of said obligations immediately after the event amounting to Force Majeure has ceased to exist.

17.4 In the event that the period of Force Majeure lasts for thirty (30) consecutive days or more and the affected Party, following the situation of Force Majeure, is unable to fulfil its obligations under the terms of the Agreement, then the other Party shall have the option to terminate the Agreement with immediate effect subject to sending a written notice of such termination to the other Party.

18. DISPUTE RESOLUTION

18.1 If any disputes or claims arising under this Agreement or out of or in connection with the execution, interpretation, performance, or non-performance of this Agreement or in respect of the scope, validity or application of this Agreement, or the subject matter hereof ("**Dispute**"), the Parties shall cooperate, in good faith, to attempt to amicably resolve the Dispute.

18.2 All Disputes that cannot be resolved by the Parties by discussion shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 for all disputes arising out of or related to the negotiation, execution, validity, interpretation or performance of this Agreement. The arbitration panel shall consist of three (3) arbitrators. One arbitrator shall be appointed by each

Party and the third (3rd) arbitrator shall be appointed by the two (2) arbitrators so appointed. The venue of arbitration shall be Bangalore. The language of the arbitration shall be English. The decision of the arbitrators shall be final, binding and incontestable and may be used as a basis for judgment thereon anywhere. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

18.3 Each Party shall bear its own costs of the arbitration.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement will be governed by the laws of India.

19.2 The courts of Bangalore shall have exclusive jurisdiction over any disputes between the Parties arising out of or in relation to this Agreement.

20. MISCELLANEOUS

20.1 Waiver

The failure of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of that Party's right at a later time to insist on performance of that or any other governing provision of this Agreement.

20.2 Variations and Amendments

This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof. This Agreement may be changed only by a written agreement signed by the Parties hereto or their authorized representatives.

20.3 Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20.4 Communication

Any communication, notice, letters or documents ("**Communication**") sent by one Party to any other Party shall be in English and delivered at the address stated in the preamble of this Agreement above or at such other address notified in writing by the other Party. The Communication may be sent by mail, personal delivery and where sent by e-mail, fax or any other recognized mode (whether electronic, digital or optic) it must be backed with Registered A/D communication /courier receipt for valid service. The Communication shall be deemed to have been delivered:

(a) When sent by registered mail – three (3) days from the date of dispatch;

(b) When personally delivered – on delivery of the same at the address of the Party, with due acknowledgement from the receiving Party; and

(c) When sent by fax/e-mail, upon receipt of confirmation.

20.5 Assignment

Gigmo shall have the right to assign its rights and obligations under this Agreement to any Third Party. The Trainee shall not have the right to assign this Agreement (or any part hereof) without the prior written consent of Gigmo. Any assignment without such consent shall be void and is a material breach of this Agreement.

20.6 Disclaimer

Gigmo disclaims all warranties, whether express or implied, including without limitation implied warranties of merchantability and any warranties that may be alleged to arise as a result of custom or trade usage or course of performance. Gigmo specifically disclaims any warranty (a) regarding the amount of business/profit that may be generated by the Trainee during the Term or (b) regarding any economic or other benefit that the Trainee may obtain by engaging with Gigmo for the purpose of this Agreement. Gigmo expressly disclaims any liability for any loss/injury/harm caused to the Trainee or any Third Party due to such deduction or action taken/representation made in furtherance thereof by the Trainee.

20.7 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original. All of such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as on the day and year first hereinabove written.

For and on behalf of
GIGMO SOLUTIONS PRIVATE LIMITED

Signature: Anu Sinha
Anu Sinha (Jul 15, 2021 07:17 GMT+5.5)

Email: anu@gigmos.com

Name:

Anu Sinha

For and on behalf of
THE TRAINEE

Signature: Ankita Khinvasara
Ankita Khinvasara (Jul 14, 2021 18:19 GMT+5.5)

Email: khinvasaraankita5402@gmail.com

Name:

Ankita Khinvasara

Jul 14, 2021

Trainee Parent

Signature: 
Umesh Khinvasara (Jul 14, 2021 18:22 GMT+5.5)

Email: siddhipack1@gmail.com

Name:

Umesh Khinvasara

ANNEXURE 1

SERVICES

- To provide technical support services to customers of clients of Gigmo.
- To follow incident process management requirements and tools provided
- To share detailed daily incident reports to technical or team manager.
- To attend training sessions as and when required
- To attend process management meetings as and when required

ANNEXURE 2

DETAILS OF TRAINING

Training consist of mix of Class room training (CRT) and on the job training (OJT) on Microsoft M365 administration. This includes Microsoft identity services, Exchange online, Sharepoint online, OneDrive, Teams and Skype for business.

Class room training will be conducted online with the help of a live instructor taking candidates through the theory and practice of details of administration of above Microsoft Products.

On the job training consist of candidates taking live support incidents from Microsoft customers. This process will be coached by a technical lead so that candidates get real life experience of how to handle technical incidents.

	Novice - CRT	OJT	Apprentice - CRT	OJT	Adept - CRT	OJT
# of Working Days	11	11	17	11	18	11

I understand the above training plan is comprehensive and that I will not get any fee or payment during class room training.

Trainee Signature Ankita Khinvasara
Ankita Khinvasara (Jul 14, 2021 18:19 GMT+5.5)

ANNEXURE 3

FORMAT - PROMISSORY NOTE

Promissory Note

Date:
To:
Gigmo Solutions Private Limited

ON DEMAND, I, Ankita Khinvasara (the "**Borrower**") unconditionally promise to pay Gigmo Solutions Private Limited (the "**Lender**") at Bangalore or at such other place as the Lender may designate, such sums as advanced to me by the Lender up to a maximum of Rs. 50,000/- (Rupees [Fifty thousand] Only) with interest thereon, from the date hereof through and including the dates of payment.

This is the Note issued pursuant to Clause 3 of the agreement dated Jul 14, 2021 between the Borrower and the Lender ("**Agreement**"). For the avoidance of doubt, the amount payable under this Note represents the liabilities of the Borrower under the Agreement and shall not in any event exceed the liabilities of the Borrower thereunder. Further, any amounts paid under this Note shall reduce the corresponding liabilities of the Borrower under the Agreement.

Capitalized terms used herein but not defined shall have the same meanings given to them in the Agreement.

For and on behalf of
[*Surname*] Ankita Khinvasara

Signature: Ankita Khinvasara
Ankita Khinvasara (Jul 14, 2021 18:19 GMT+5.5)

Email: khinvasaraankita5402@gmail.com

(Authorized Signatory)

Name: Ankita Khinvasara

ANNEXURE 4

SUCCESS CRITERIA

- Average monthly incidents closures of atleast 40 incidents
- Average monthly support satisfaction score (NSAT) of atleast 190
- Average monthly customer verified resolution of atleast 96.6%

THIS EMPLOYMENT CONTRACT (“Contract”) is made on

BETWEEN

GIGMO SOLUTIONS PRIVATE LIMITED, a company registered under the Companies Act 2013 and having its registered office at C/o 20/1,SHALOM HOME,GROUND FLR,9THCROSS, SHIV SHAKTI NAGAR,RBI LAYOUT MAIN ROAD, J.P.NAGAR,BANGALORE, India (hereinafter referred to as "we" or “us” or “our”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its permitted assigns and successors-in- interest)

And

Name Ankita Khinvasara S/D/O Umesh Khinvasara, holding pan number JOMPK2479L

Resident of: House Number 582;

Address Line 1 NEAR SWARGATE

Address Line 1 582 SHUKRAWAR PETH, RAJGULAB APARTMENT

City PUNE

State MAHARASHTRA

PIN 411002

("you" or “your”).

INTRODUCTION

A. The contract sets out terms of employment effective from the next day of your training completion day and you are deployed on the floor; once effective, this agreement supersedes any previous agreements, whether written or oral, between us.
B. You must have the right to work in India and have provided us with the documentary evidence of this. If you do not have an unrestricted right to work in India, you are required to keep us updated with any change to your personal details and Indian immigration and employment visa status.
C. You agree you will promptly provide us with original documentary evidence of your academic or professional qualifications as requested by us
D. You must not be subject to any restrictive covenants or other legal obligations that would prevent you from carrying out your objectives for us. You agree that by entering into this contract and working for us you will not be in breach of any obligation to any

third party or of any court order and you undertake to indemnify us against any claims, costs, damages,
liabilities or expenses which we may incur as a result if you are in breach of any such obligations.

E. We must receive satisfactory references with regard to your prior experience and employment history.
F. If the conditions in (C) to (E) are not satisfied and/or you have misled us, and/or you have failed to notify us of any change, we have the right to terminate your employment without notice within a reasonable period of us discovering this.

1. COMMENCEMENT

1.1. Your employment with us should commence no later than next day of training completion day. If you are notable to join on or before this date, then this offer/agreement stands invalid.

1.2. No Period of employment with a previous employer counts as part of your employment with us .The first 6 (six) months of this Contract are a probationary period and the a) company may be terminating the contract during this period at any time on 1 (one) week's prior notice or payment in lieu of such notice (b) Employee may terminate the contract during this period at any time on 1 (one) month's prior written notice. We may, at our discretion, extend the probationary period for up to a further three months, provided that in case of such extension, this Contract may be terminated during this period at any time on 2 (two) week's prior notice or payment in lieu of such notice. During the probationary period, your performance and suitability for continued employment will be monitored. At the end of the probationary period, you will be informed in writing if you have successfully completed your probationary period.

2. JOB TITLEAND DUTIES

2.1. Your job title is "Trainee Technical Support Engineer"
2.2. You may be required to perform such other duties as directed by us to meet the needs of the business.
2.3. At all times you must act in our best interests and at all times faithfully and honestly discharge your duties. You are responsible to your line manager and must report to times, unless otherwise directed by them.
2.4. During your employment, you must not without our prior written consent be directly or indirectly employed, engaged, concerned or interested in any trade, business, activity or profession other than your employment with us.

3. HOURS OF WORK

3.1. Your normal working hours are from 7:00 pm to 4:00 am 5 days a week with an hour break. Your two day off in the week will be decided based on business requirements and communicated to you separately. Subject to applicable laws, we reserve the right to vary your normal working hours as necessary to meet the requirements of the business on reasonable notice to you.

3.2. Unless otherwise agreed and subject to applicable laws, you may be required to work different or additional hours to meet the needs of the job and to perform your duties without additional remuneration.

3.3. You agree for the company to install software on the laptop/computer you use for business purposes. This software is mandatory and is required to determine attendance and productivity during working hours

4. PLACE OF WORK

4.1. You may be required to work at such locations within and outside India as is reasonably necessary to undertake our business and perform your duties without additional remuneration. This may include relocation to a different site or division. We will give you reasonable notice of any relocation.

5. REMUNERATION AND DEDUCTIONS

5.1. We will pay you on a total cost to company ("CTC") basis an all-inclusive salary of INR 4,00,000/- per annum; CTC includes all allowances and other outgoings we incur for and on your behalf. Company may from time to time introduce incentive programs. This salary is subject to loan deduction detailed in the Training agreement signed between the two parties.

5.2. We will review your salary annually and it may be increased at discretion without affecting the other terms of your employment. There is no obligation to award an increase at any time.

5.3. There will be no review of your salary after notice has been given by either of us to terminate this Contract.

5.4. You agree that we have the right to deduct from your basic salary or any monies due to you, any sums that you may owe us or any costs which we incur on your behalf. This includes any loans and interest thereon made to you or overpayments, advances of expenses or unauthorized personal expenses, costs of repairing any damage or loss to our property caused by you, any excess holiday taken over and above your entitlement.

5.5. If at any time we ask you to return property belonging to us and you fail to do so, we will be entitled to withhold any monies due to you from us.

6. EXPENSES

6.1. We will reimburse all reasonable travel, hotel, other expenses properly and necessarily incurred by you in the performance of your duties, subject to our rules and policies relating to expenses. You must produce satisfactory supporting vouchers and receipts in respect of such expenses before such reimbursement is made.

7. HOLIDAYS AND HOLIDAY PAY

7.1. You are entitled to (i) 21 (Twenty-One) days privilege leaves in a holiday year; (ii) 9 (CL) and 12 (AL/PL) (iii) other public holidays as notified by us in our absolute discretion. A “holiday year” means the period from 1 January to 31 December. If your employment commences part way through the holiday year, your entitlement to privilege leave during your first year of employment will be calculated on a pro-rata basis, rounded up to the nearest whole day.

7.2. Requests to take leave must be made in writing to your manager and you must have our prior agreement before taking any leave. Taking leave at certain times of the year may have to be restricted having regard to the operational needs of the business. Any requests must be in writing at least 2 (two) weeks in advance for periods of privilege leave of 1 (one) week or more and at least 1 (one) week in advance for shorter periods.

7.3. Any paid privilege leave entitlement remaining at the end of each holiday year will be carried forward to the next holiday year, provided that such leaves may be accumulated up to a maximum of 16 (sixteen) days.

7.4. If you are under notice period, we may require you to take any accrued but untaken leave entitlement prior to the termination of your employment and for the remaining accumulated leaves you shall be paid on the basis that each day of leave is equal to 1/260 of your annual salary.

7.5. If you have taken more leaves than your accrued entitlement at the date of the termination of your employment, we are entitled to deduct the appropriate amount from any payments due to you (on the basis that each day of paid holiday is equal to 1/260 of your annual salary).

7.6. We reserve the right to terminate your employment without notice if you are absent from work on unpaid leave of 7 (seven) days or more without our prior approval.

8. SICKNESS ABSENCES

8.1. If you are absent from work for any reason, you must notify your manager of the reason for your absence as soon as possible on the first day of absence.

8.2. In all cases of absence, you must complete a self-certification form, which is available from your line manager, on your return to work. For any period of incapacity due to sickness or injury which lasts for 7 (seven) consecutive days or more, you must at your own cost obtain a doctor's certificate stating the reason for absence and supply this to your manager. You must obtain further certificates if the absence continues for longer than the period of the original certificate.

8.3. You agree to consent to a medical examination (at our expense) by a doctor nominated by us should we so require. You agree that any report produced in connection with any such examination may be disclosed to us and we may discuss the contents of the report with the relevant doctor.

8.4. Subject to your compliance with this Contract and our sickness absence procedures (as may be amended from time to time), you will continue to receive your full salary and contractual benefits (less any sickness or disablement benefit payment to which you are entitled from the government under applicable laws)

8.5. You may not carry forward any sick pay entitlement.

8.6. In case of incapacity due to work related injury, you will be entitled to salary as follows:

8.6.1. Incapacity for a period not exceeding 1 (one) months: full salary
8.6.2. Further incapacity (on a continuous basis) for up to 3 (three) months: half salary
8.6.3. Incapacity for a period in excess of 6 (six) months: no salary and we reserve the right
8.6.4. to terminate your employment with 30 (thirty) days' notice.

8.7. Our rights to terminate your employment under the terms of this Contract apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.

9. SUMMARY TERMINATION

9.1. We may terminate your employment without notice and you will have no claim in respect of such termination if you commit an act of gross misconduct or gross negligence or Poor performance or if there are any other grounds justifying immediate dismissal. Acts that constitute gross misconduct shall include those resulting in a serious breach of the terms of your employment.

9.2. Our rights under clause 9.1 are without prejudice to any other rights that we might have under applicable laws. Any delay by us in exercising such a right of termination will not constitute a waiver of it.

10. SUSPENSION

10.1. We are entitled to suspend you on full pay in order to investigate any complaint of misconduct against you for as long as we consider necessary to complete the investigation.

11. TERMINATION

11.1. Subject to clauses 1.2 and 9, either you or we may terminate your employment by giving no less than 3 (three) months' notice in writing. You may be liable to pay the company damages/costs if you fail to provide the company this notice period.

11.2. We may, in our absolute discretion, end your employment without notice on payment to you of an amount equal to your basic salary only for the duration of the notice period. You are not contractually entitled to this payment if we do not elect to make a payment in lieu of notice and require you to serve notice.

11.3. For the avoidance of doubt, any payment made under this clause will not include the value of any commission payments or bonuses that would have accrued to you had you remained employed until the expiry of the notice period or any payment in respect of benefits or holiday entitlement that would have accrued during this period.

11.4. We may, for all or any part of your notice period, require you to cease performing your job and/or exclude you from entering any of our premises ("Garden Leave"). During any such period, we will continue to pay basic salary and benefits and you will continue to be bound by the terms of this Contract.

11.5. On termination of your employment for whatever reason or on demand during the course of your employment, you must return in a reasonable condition all property, documents (or copies), computer discs or tapes and all other tangible items (including but not limited to building key, security pass, desk/cupboard keys, stationery, records), lists of customers and any equipment provided by us in your possession or control belonging to us or containing any confidential information about us or third parties.

11.6. Following the termination of your employment, you must not represent yourself as being in any way connected with our business (except to the extent agreed by us) or make any unfair or untrue remarks about us, our employees, officers, clients or prospective clients and any of our services.

11.7. We have no fixed retirement age. We acknowledge that retirement is a matter of choice and will not pressurize you into retiring because you have reached or are approaching a certain age. For business and succession planning purposes, we will from time to time review your plans in relation to voluntary retirement or a different working pattern with you on a no obligation basis.

11.8. If you decide to retire, you must give us notice in accordance with clause 12.1.

12. CONFIDENTIAL INFORMATION

12.1. You must not use or disclose to any person, either during or at any time after your employment with us has terminated, any Confidential Information about us, our business or financial affairs or any of our business contacts, or about any other matters which may come to your knowledge in the course of your employment. For these purposes, “Confidential Information” means any information or matter which is not in the public domain and which relates to us, our business or financial affairs or any of our business contacts, whether partially or as a whole, of whatever description and in whatever form (whether written, oral, digital, electronic or printed).

12.2. The restriction in this clause does not apply to:

12.2.1. Prevent you from whistleblowing; or
12.2.2. Use or disclosure that has been authorized by us or is required by law or by your employment with us.

13. INTELLECTUAL PROPERTY

13.1. You will promptly disclose to us all works or designs ("the Works") (whether or not capable of protection by any intellectual property right) originated, conceived, created, discovered, formulated, written or made alone or with others (except only those works originated, conceived, created, discovered, formulated, written or made by them wholly outside your normal working hours which are wholly unconnected with your appointment) which relate to our business with which you are involved or were involved within 2 (two) years before the creation.

13.2. You agree that all rights, title and interest in the Works (including all rights in connection with the Works which arise whether before or after your employment terminates) throughout the world will, without payment belong to and vest in us to the fullest extent permitted by law and where necessary to give effect to this provision you agree to assign any such rights that would not otherwise vest in us.

13.3. In the event that we are unable for any reason, after reasonable effort, to secure your signature on any document or your performance of any act needed in connection with the actions specified in the preceding clause 14.2, you hereby irrevocably designate and appoint us and our duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest, to act for and on your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding clause 14.2 with the same legal force and effect as if executed by you. You hereby waive and quit claims to us any and all claims, of any nature whatsoever, which you, now or may hereafter, have for infringement of any rights assigned hereunder to us.

13.4. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 ("CA"), any assignment of rights, in so far as it relates to copyrightable material created by you in relation to your employment with us, shall not lapse nor the rights transferred therein revert to you, even if we do not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment.

13.5. You warrant and undertake that any intellectual property created by you as well as any services rendered by you will be original and will not infringe intellectual property rights of any third party.

14. HEALTH AND SAFETY

14.1. You must comply strictly with all relevant legislation and regulations in respect of health and safety and with our Health and Safety Policy. Any breach of the Health and Safety Policy will be a disciplinary offence and you will be dealt with in accordance with our disciplinary procedures.

15. OTHER EMPLOYMENT

15.1. You must devote the whole of your time, attention and abilities during your hours of work to our business. You must not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, paid or unpaid, during your hours of work for us.

15.2. You must not, outside your hours of work for us, without our prior written consent, engage, whether directly or indirectly, in any business or employment which is similar or in any way connected to or competitive with our business in which you work or which could or might reasonably considered by others to impair your ability to act at all times in our best interests.

16. MATERNITY RIGHTS

16.1. You are entitled to the appropriate leave/pay in accordance with the statutory provisions from time to time in force. Full details are available on request to your manager.

17. POSITIVE WORK ENVIRONMENT

17.1. You must treat all fellow employees, clients, customers and suppliers on their merits irrespective of age, sex, marital status, color, creed, race, nationality and ethnic or national origin, disability, religious beliefs, sexual orientation or gender assignment. Any act of discrimination or harassment on the grounds of age, sex, color, creed, race, nationality, ethnic or national origin, disability, religious beliefs, sexual orientation or gender assignment against any person (whether or not an employee) will be a disciplinary offence and will be dealt with accordingly.

18. COMMUNICATIONS AND DATA PROTECTION

18.1. During your employment, you will have access to our communications facilities such as email, internet and telephones for business use only in connection with the proper performance of your duties. We reserve the right to intercept and/or monitor and/or record and/or view as appropriate, your use of our electronic communication systems for the purpose of ensuring that our systems are used primarily to further our business are not used for inappropriate or unlawful purposes, such as circulating material containing nudity, pornography, racist terminology or other offensive material or for telephoning premium rate lines; are used in compliance with our relevant policies and procedures; and have sufficient capacity for the needs of the business.

18.2. By signing this Contract, you understand and agree that the content of your communications and access to our systems can be accessed and you consent to any such interception, monitoring, viewing and/or recording taking place.

18.3. You consent to us holding and processing both electronically and manually "Personal Data", i.e. the data we collect in relation to you in the course of your employment for the purposes of our administration and management of our employees and our business and in order to comply with applicable procedures, laws and regulations.

18.4. You consent to us holding and processing both electronically and manually "Sensitive Personal Data" such as information relating to your racial or ethnic origins, political opinions, physical or mental health, criminal offences or charges or religious beliefs as reasonably required by us in the administration and management of our employees and our business. All Sensitive Personal Data shall be dealt by us in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

19. RESTRICTIONS ON TERMINATION

19.1. In this clause the following definitions apply:

“Competitor” means any business concern which is (or intends to be) engaged in any Restricted Business;

“Products or Services” means any products or services of a kind sold including but not limited to food products, yeast etc.

“Relevant Period” means the period of 12 (twelve) months immediately preceding the termination of your employment;

“Restricted Business” means our business as at the termination of your employment with which you were involved to a material extent during the Relevant Period;

“Restricted Client” means any client during the Relevant Period or any other person with whom we were in the process of negotiation with a view to providing Products or Services to them and in respect of whom you had material dealings in the Relevant Period; and

“Restricted Employee” means any employee providing Products or Services who is and was at the termination of your employment employed by us and with whom you had material dealings during the Relevant Period.

19.2. For a period of 12 (twelve) months after termination of your employment, you will not induce or procure or attempt to induce or procure any Restricted Employee to leave or accept into employment, facilitate the employment or otherwise engage or use the services of any such Restricted Employee.

19.3. For a period of 6 (six) months after termination of your employment you will not, whether on your own account or for any other person, firm or company in connection with any Competitor directly or indirectly approach or solicit or endeavor to entice away from us the business or custom of a Restricted Client.

19.4. For a period of 6 (six) months after termination of your employment you will not, whether on your own account or for any other person, firm or company directly or indirectly in connection with any Competitor, conduct Restricted Business with any Restricted Client.

19.5. For a period of three months after termination of your employment you will not, (without our prior written permission) directly or indirectly be engaged, concerned or interested (whether as principal, servant, agent, consultant or otherwise) in any Competitor provided that this restriction does not apply if your duties and responsibilities for any such Competitor do not involve you directly or indirectly in Restricted Business.

After the termination of your employment, however it occurs, you must not represent to any person, firm, company or association or otherwise lead them to believe that you are still employed by us or are in any way connected with or otherwise associated with our business, or make any derogatory or untrue remarks about us, any of our employees, officers or customers, or any of our services.

19.6. You acknowledge:

19.6.1. that each of the provisions in this clause 19 constitutes an entirely separate and independent restriction on you; and

19.6.2. each of the restrictions in this clause 19 is intended to be separate and severable. If any of the restrictions are held to be void but would be valid if part of their wording were deleted or time periods reduced in scope, such restriction will apply with such deletion as may be necessary to make it valid and effective.

19.7. The periods for which the restrictions in this clause 19 apply will be reduced by any period that you spend on Garden Leave immediately before termination.

19.8. You agree that if you receive an offer of employment or engagement whether oral or written, direct or indirect, and whether accepted or not) from any person either during your employment or during the continuance of restrictions contained in clause 13 and this clause 20 you will immediately inform us of the identity of the offeror and its terms if the acceptance of such offer would involve you in the breach of this Contract. Without prejudice to your obligations concerning confidentiality you will provide the offeror with details of the substance of the restrictions contained in clause 13 and this clause 20.

20. COLLECTIVE AGREEMENT

20.1. There is no collective agreement which directly affects your employment.

21. CHANGES IN TERMS OF EMPLOYMENT

21.1. We may make reasonable changes to any or all of the terms of the employment. You will be notified of any changes in writing.

21.2. Where appropriate changes in terms and conditions will be implemented only after consultation with you with a view to reaching agreement.

21.3. You will be taken to have agreed to any changes made in accordance with these provisions by acceptance of salary on the next payroll date, unless you object to them in writing.

22. INDEMNITY

You agree to fully and unconditionally indemnify, defend and hold us harmless, immediately upon demand at any time and from time to time, against any loss, claims (including tax claims), damages, costs, charges and expenses (including reasonable attorney fees), actions, proceedings, etc., caused to or taken or made against or suffered by us by reason of or in connection with any breach of any covenants or undertakings contained herein by you. Our right to claim damages hereunder shall not constitute or be construed as penalty.

23. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with Indian laws and the Courts of Karnataka will have exclusive jurisdiction for the determination of all disputes or claims that may arise out of or in connection with this Agreement.

24. NOTICE

24.1. Service of Notice: Any notice or other communication to be given by one party to the other party under, or in connection with, this Contract shall be made in writing and signed by or on behalf of the party giving it and shall be sent to the other party at the addresses mentioned in this Contract. It shall be served by letter or e-mail transmission and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of e-mail transmission) or 10 (ten) business days after being dispatched by post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) to such party at its address or e-mail ID specified in this clause 24, or at such other address or e- mail ID as such party may hereafter specify for such purpose to the other party hereto by notice in writing.

24.2. Details for Notices: For the purpose of clause 24.1, the details are as follows:

In case of notices to us:

Attn: Puneet Narang

Address: C/o 20/1,SHALOM HOME, GROUND FLR,9TH CROSS, SHIV SHAKTI NAGAR,RBI LAYOUT MAIN ROAD,J.P.NAGAR, BANGALORE

Telephone: 9811334591

E-mail: Puneet@gigmos.com

In case of notices to you:

Attn: Ankita Khinvasara

Address: NEAR SWARGATE, SHUKRAWAR PETH,RAJGULAB APARTMENT

Telephone: 8459360651

E-mail: khinvasaraankita5402@gmail.com

25. NO ASSIGNMENT

Your obligations under this Contract are personal in nature and shall not be assigned or transferred by you.

26. SURVIVAL

Notwithstanding anything to the contrary contained herein, clause 11.6, clause 12 (Confidentiality), clause 13 (Intellectual Property), clause 19 (Restriction on Termination), clause 22 (Indemnity), clause 23 (Governing law and Jurisdiction), Clause 24 (Notices) and this Clause 26 (Survival), shall survive expiry or earlier termination of this Contract.

Signed Date: Jul 15, 2021

For and on behalf of

GIGMO SOLUTIONS PRIVATE LIMITED

Signature: Anu Sinha
Anu Sinha (Jul 15, 2021 07:17 GMT+5.5)

Email: anu@gigmos.com

I have received a copy of this Contract and agree that the terms and conditions set out will form the basis of my employment.

Signature: Ankita Khinvasara
Ankita Khinvasara (Jul 14, 2021 18:19 GMT+5.5)

Email: khinvasaraankita5402@gmail.com

Signed:……

Employee Name: Ankita Khinvasara

ADDENDUM AGREEMENT

This addendum agreement ("**Addendum Agreement**") is entered into on and effective from("**Effective Date**") Jul 14, 2021 the date on which it is signed.

GIGMO SOLUTIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at C/o 20/1, Shalom Home, Ground Floor, 9th Cross, Shiv Shakti Nagar, RBI Layout, Main Road, J.P. Nagar, Bangalore, India (hereinafter referred to as the "**Company**");

and

Ankita Khinvasara , son of/daughter of/wife of Umesh Khinvasara , a resident of Near swargate,582 shukrawar peth,rajgukab apartment and bearing PAN JOMPK279L , (hereinafter referred to as the "**Employee**").

The Company and the Employee are individually referred to as the "**Party**" and jointly as the "**Parties**".

WHEREAS:

A. Pursuant to an employment agreement dated Jul 14, 2021 ("**Agreement**") executed between the Parties, the Company has employed the Employee with the terms and conditions as set out in the Agreement;

B. The Company proposes to utilize a software ("**Software**") to track the Employee's activity and performance during work hours; and

C. The Parties are now desirous of including the terms and conditions related to the usage of the Software and consent of the Employee as part of the Agreement and wish to execute this Addendum Agreement for this purpose.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS, REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS ADDENDUM AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE LEGALLY BOUND, HERETO AGREE AS FOLLOWS:

1. <u>Installation of Software</u>

1.1 The Employee accepts and agrees to download and install the Software on the Employee's personal laptop/computer which the Employee is using for business purposes in the course of its employment with the Company.

1.2 The Employee acknowledges and understands that upon installation of the Software on the Employee's laptop/computer, the Employee shall be provided with user login details for logging in the Software. The Employee shall access the Software with the user login details on all working days during working hours. The Employee shall logout of the Software upon completion

of the hours of work. It is clarified that the Company shall not have access to and/or be able to track the Employee's activities pursuant to the Employee logging out of the Software. The

Employee acknowledges and agrees that if he/she fails to login to the Software on any working day during normal working hours for any reason whatsoever, he/she shall be considered to be on leave for that day or for the hours he/she did not login to the Software.

1.3 The Employee understands and agrees that the Software shall collect, monitor, record, analyse and store data related to the Employee's usage of the laptop/computer including but not limited to applications used, work undertaken, screen grabs, screen content, location, key strokes, emails, messages, audio and video calls, stored documents, etc. and the Employee hereby grants its consent to the Company for the same. The Employee acknowledges and agrees that for the purpose of monitoring and collecting data, the Software shall track the applications and web pages accessed by the Employee and take screenshots of the same. All such data collected shall be accessible to the Company at all times.

1.4 The Employee provides his/her consent to the Company for collecting, analysing and monitoring, the data collected by the Software for the purpose of tracking the work hours, attendance, performance of the Employee and ensuring that the Employee is productive and focused on his/her work. The Employee further grants its consent to the Company for data collection, analysis and generation of performance reports based on any data collected by the Software.

2. Data Protection

2.1 By accessing/using the Software, the Employee grants the Company the permission to collect, use, copy, transmit, analyse, store and back-up the Employee's data.

2.2 Any Personal Data collected or accessed by the Company shall be limited to that which is strictly necessary to monitor the Employee's work hours, performance or to fulfil any legal requirements. The Company shall use such Personal Data only as necessary in this regard and not for any other purpose. The Company shall maintain such Personal Data in strict confidence.

3. Miscellaneous

3.1 This Addendum Agreement shall be effective from the Effective Date. This Addendum Agreement shall be deemed to be a part of the Agreement and any reference to the Agreement shall be deemed to include a reference to this Addendum Agreement.

3.2 All terms and conditions regarding the interpretation and construction of the Agreement (including but not limited to those regarding governing law and jurisdiction etc.) shall be deemed incorporated herein.

3.3 This Addendum Agreement shall modify the understanding set out in the Agreement, as may be appropriate, only to the limited extent set out herein and all other terms and conditions of the Agreement shall continue to remain applicable and binding on the Parties.

3.4 To the extent undefined, all capitalized terms in this Addendum Agreement shall have the meaning assigned to them in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Addendum Agreement as of the date first herein written above.

Empoyee's Signature

Signature: Ankita Khinvasara
Ankita Khinvasara (Jul 14, 2021 18:19 GMT+5.5)

Email: khinvasaraankita5402@gmail.com

For and on behalf of
Gigmo Solutions Pvt. Ltd

Signature: Anu Sinha
Anu Sinha (Jul 15, 2021 07:17 GMT+5.5)

Email: anu@gigmos.com

Trainee Technical Support Engineer Agreement - Ankita Khinvasara - Address Correction

Final Audit Report 2021-07-15

Created:	2021-07-14
By:	Gigmo Solutions (puneet@gigmos.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATtGARGgU-AQPe-_K6ecFNSMqElytWZhK

"Trainee Technical Support Engineer Agreement - Ankita Khinvasara - Address Correction" History

Document created by Gigmo Solutions (puneet@gigmos.com)
2021-07-14 - 11:49:12 AM GMT- IP address: 182.64.51.107

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Signature Date: 2021-07-14 - 12:49:37 PM GMT - Time Source: server- IP address: 210.16.94.133

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Document emailed to Anu Sinha (anu@gigmos.com) for signature
2021-07-14 - 12:52:51 PM GMT

Document e-signed by Anu Sinha (anu@gigmos.com)
Signature Date: 2021-07-15 - 1:47:35 AM GMT - Time Source: server- IP address: 122.171.195.134

Agreement completed.
2021-07-15 - 1:47:35 AM GMT

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