

PRINCETON INSTITUTE OF ENGINEERING AND TECHNOLOGY FOR WOMEN
Vijayapuri colony Chowdaryguda (V), Ghatkesar (M), Medchal (D), TS-500088
(Affiliated to JNTUH, Hyderabad & Approved by AICTE, New Delhi)

5.2.1: Percentage of placement of outgoing students and students progressing to higher education during the AY: 2021-2022

Year	Name of student placed / enrolling into higher education and contact details	Program graduated from	Name of the employer with contact details / Name of institution joined	Pay package at appointment (In INR per annum) (applicable for students who got placement) / Name of program admitted to (applicable for students who progressed to higher education)
2021-2022	VEMULA MANISHA	CIVIL	BYJUS	3.00LPA
2021-2022	JATOTH NANDINI	CIVIL	BYJUS	3.00LPA
2021-2022	NAGELLI POOJA	CIVIL	BYJUS	3.00LPA
2021-2022	PERE PRAVALIKA	CIVIL	BYJUS	3.00LPA
2021-2022	CHOPPARI DURGA BHAVANI	CIVIL	BYJUS	3.00LPA
2021-2022	SRIRAM SHALINI	CIVIL	BYJUS	3.00LPA
2021-2022	DUDDURU SRUTHI	CIVIL	BYJUS	3.00LPA
2021-2022	NUNAVATH SHILPA	CIVIL	EELC	2.5LPA
2021-2022	CHALLURI MANASA	CIVIL	EELC	2.5LPA
2021-2022	GUMMADI NUTHANA	CIVIL	EELC	2.5LPA
2021-2022	KOSGI MANJULA	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	RAMAVATH HARITHA	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	SADIYA	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	ALETI SAI SANTOSHI	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	VALLURI SWATHI	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	E.SWAPNA	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	BANAVATH UMADEVI	CIVIL	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	GOSKULA NIHARIKA	CIVIL	INFOSYS info@infosys.com	3.2LPA

2021-2022	MAGINAM KRISHNA VENI	CIVIL	INFOSYS info@infosys.com	3.2LPA
2021-2022	BANOTH MOUNIKA	CIVIL	INFOSYS info@infosys.com	3.2LPA
2021-2022	VANAM MOUNIKA	CIVIL	INFOSYS info@infosys.com	3.2LPA
2021-2022	THALLAPALLI NIKHITHA	CIVIL	INFOSYS info@infosys.com	3.2LPA
2021-2022	MARIPATLA AKANSHA	CIVIL	INFOSYS info@infosys.com	3.2LPA
2021-2022	GUGULOTHU ANITHA	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	ROUTHU TEJASRI	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	PITTA DEEKSHA	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	MUDAWATH PRASHANTHI	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	ALETI SHRUTHI	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	GUDURU RENUKA	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	KOLA VINODINI	CIVIL	GENPACT hr@genpact.com	1.8LPA
2021-2022	MAGGIDI SAI LATHA	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	POILA SWATHI	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	CHALLA SIREESHA	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	DASARI SRIVIDYA	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	AGULLA RAJITHA	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	DASARLA GOUTHAMI	CIVIL	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	BONAGIRI RAVALI	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	THOTA HARIKA	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	CHINTHAPANDU PRIYANKA	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	ASHWINI ADE	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	MUDDAM SONY BHARGAVI	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	DUDALA SHIREESHA	CIVIL	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	GUTAM SNEHALATHA	EEE	CYIENT LTD	3.3LPA
2021-2022	MOKENA NIVEDITHA	EEE	CYIENT LTD	3.3LPA
2021-2022	BADAVATH MOUNIKA	EEE	CYIENT LTD	3.3LPA

2021-2022	S SINDHUJA	EEE	CYIENT LTD	3.3LPA
2021-2022	SANGEPU NISHITHA	EEE	CYIENT LTD	3.3LPA
2021-2022	THANDRA KASTHURI	EEE	GENPACT hr@genpact.com	1.8LPA
2021-2022	GADDAPATI PRAVALIKA	EEE	GENPACT hr@genpact.com	1.8LPA
2021-2022	LINGAPUIRAM MANISHA	EEE	GENPACT hr@genpact.com	1.8LPA
2021-2022	VAGGU SHVALEELA	EEE	GENPACT hr@genpact.com	1.8LPA
2021-2022	GUGULOTH MAMTHA	EEE	GENPACT hr@genpact.com	1.8LPA
2021-2022	SALA HARITHA	EEE	BYJUS	3.00LPA
2021-2022	JARPULA SAMATHA	EEE	BYJUS	3.00LPA
2021-2022	MADUPU AKHILA	EEE	BYJUS	3.00LPA
2021-2022	OMMI BHARGAVI	EEE	BYJUS	3.00LPA
2021-2022	VANKUDOTHU SHIRISHA	EEE	RUBITECH GLOBAL SOLUTIONS PVT LTD info@rubitech.com	2.40LPA
2021-2022	MEDHARI PRASANNA	EEE	RUBITECH GLOBAL SOLUTIONS PVT LTD info@rubitech.com	2.40LPA
2021-2022	P.NAVYA	EEE	RUBITECH GLOBAL SOLUTIONS PVT LTD info@rubitech.com	2.40LPA
2021-2022	V.MOUNIKA	EEE	RUBITECH GLOBAL SOLUTIONS PVT LTD info@rubitech.com	2.40LPA
2021-2022	ANNAM SANJEEVA	EEE	RUBITECH GLOBAL SOLUTIONS PVT LTD info@rubitech.com	2.40LPA
2021-2022	MANDA AKHILA	EEE	UNO CAREER	2.4LPA
2021-2022	SHANIGARAM SHRAVANI	EEE	UNO CAREER	2.4LPA
2021-2022	GUGULOTHU RAJITHA	EEE	UNO CAREER	2.4LPA
2021-2022	PEDDAPURAM HEMALATHA	EEE	UNO CAREER	2.4LPA
2021-2022	BORIGE RAJESHWARI	EEE	UNO CAREER	2.4LPA
2021-2022	KUNCHAKURI SAI SRIJA	ECE	CYIENT LTD	3.3LPA
2021-2022	CHATHARLA NARMADA	ECE	CYIENT LTD	3.3LPA
2021-2022	MOSALI SHYAMALA	ECE	CYIENT LTD	3.3LPA
2021-2022	NEELA ANUSHA	ECE	CYIENT LTD	3.3LPA

2021-2022	MADHAVI KUMARI SHARMA	ECE	CYIENT LTD	3.3LPA
2021-2022	GODISELA ANUGNA	ECE	BYJUS	3.00LPA
2021-2022	ANDUGULA SHALINI	ECE	BYJUS	3.00LPA
2021-2022	VADTHYA MAHESHWARI	ECE	BYJUS	3.00LPA
2021-2022	MADDURI ANUSHA	ECE	BYJUS	3.00LPA
2021-2022	KUCHANA SUSHMITHA	ECE	BYJUS	3.00LPA
2021-2022	SHAIK SAFIYA	ECE	DELL UR_India@Dell.com	5.00LPA
2021-2022	TALLPELLI DURGAMADHURI	ECE	DELL UR_India@Dell.com	5.00LPA
2021-2022	RAJAMURI BHAVANI	ECE	DELL UR_India@Dell.com	5.00LPA
2021-2022	KAVERI SHILPA	ECE	DELL UR_India@Dell.com	5.00LPA
2021-2022	LINGALA SREELEKHA	ECE	GENPACT hr@genpact.com	1.8LPA
2021-2022	JAKKAU RUCHIITHA	ECE	GENPACT hr@genpact.com	1.8LPA
2021-2022	KANDHI BHAVITHA	ECE	GENPACT hr@genpact.com	1.8LPA
2021-2022	MOUNIKA GANGAPURAM	ECE	GENPACT hr@genpact.com	1.8LPA
2021-2022	MOTE ASHWINI	ECE	GENPACT hr@genpact.com	1.8LPA
2021-2022	GYARA SANGEETHA	ECE	ICICI icicicareers@icicibank.com	3.00LPA
2021-2022	RASTHAPURAM RAMYA	ECE	ICICI icicicareers@icicibank.com	3.00LPA
2021-2022	METHARI SANDYA	ECE	ICICI icicicareers@icicibank.com	3.00LPA
2021-2022	SHAIK REZWANA	ECE	INFOSYS info@infosys.com	3.2LPA
2021-2022	ENUGA DIVYA	ECE	INFOSYS info@infosys.com	3.2LPA
2021-2022	MARTHA SUPRIYA	ECE	INFOSYS info@infosys.com	3.2LPA
2021-2022	TIMMAIAHPALLY SANDHYA RANI	ECE	INFOSYS info@infosys.com	3.2LPA
2021-2022	THANDA AKHILA	ECE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA

2021-2022	GANJI LAXMIPRASANNA	ECE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	CHEVUTONI PAVITHRA	ECE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	KANNEM SWATHI	ECE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	MEKALA MANASA	ECE	VIRTUSA	4.00LPA
2021-2022	CHITLOJU MAMATHA	ECE	VIRTUSA	4.00LPA
2021-2022	NARMETA SRIVIDYA	CSE	BYJUS	3.00LPA
2021-2022	KOPPULA SIREESHA	CSE	BYJUS	3.00LPA
2021-2022	GAJULA NEHA	CSE	BYJUS	3.00LPA
2021-2022	CHARABUDLA VANDANA	CSE	BYJUS	3.00LPA
2021-2022	MANASA CH	CSE	BYJUS	3.00LPA
2021-2022	THUNIKI SUPRIYA	CSE	BYJUS	3.00LPA
2021-2022	YEDDOLLA SHIVANI	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	MEKALA AKSHITHA	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	YERRI ARTHI	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	JADALA SWETHA	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	PASHAM RAVALI	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	PANNALA PREETHI	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	SADULA SRILEKHA	CSE	COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT.LTD	4.01LPA
2021-2022	GUDIPATI MANASA	CSE	VIRTUSA	4.00LPA
2021-2022	MADDINENI RAMABHARATHI	CSE	VIRTUSA	4.00LPA
2021-2022	SNEHA GOUD	CSE	VIRTUSA	4.00LPA
2021-2022	BIYYALA SWARANJALI	CSE	VIRTUSA	4.00LPA
2021-2022	ASANABADA MEGHANA	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	J NANDINI	CSE	JUST DIAL Anantha@justdial.com	2.9LPA

2021-2022	NANDIPATI SINDHUJA	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	TATICCHARLA YAMINI	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	MALLEBOINA NIKITHA	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	PALETI NISSY	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	GOLLA NARMADA	CSE	JUST DIAL Anantha@justdial.com	2.9LPA
2021-2022	MADDURI PURNIKA	CSE	DELL UR_India@Dell.com	5.00LPA
2021-2022	GATANI SHIREESHA	CSE	DELL UR_India@Dell.com	5.00LPA
2021-2022	MADADI SHIKARA REDDY	CSE	DELL UR_India@Dell.com	5.00LPA
2021-2022	KURLIYEA NANDINI	CSE	DELL UR_India@Dell.com	5.00LPA
2021-2022	PABBATHI INDHUMATHI		DELL UR_India@Dell.com	5.00LPA
2021-2022	GURRAM SAIDEIPA	CSE	CAPGEMINI	3.00LPA
2021-2022	ADURI SRAVANI	CSE	CAPGEMINI	3.00LPA
2021-2022	MAREPALLY APARNA	CSE	CAPGEMINI	3.00LPA
2021-2022	JELDI MOUNIKA	CSE	CAPGEMINI	3.00LPA
2021-2022	SIRIPROLU SOWMYA	CSE	CAPGEMINI	3.00LPA
2021-2022	KARRI RUSHMITHA	CSE	CAPGEMINI	3.00LPA
2021-2022	MANDULA KEERTHI	CSE	CAPGEMINI	3.00LPA
2021-2022	POTHARAM NAVITHA	CSE	CAPGEMINI	3.00LPA
2021-2022	KAROOR VAISHNAVI REDDY	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	B VAISHNAVI DEVI	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	JENNY ABHILASHA	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	POKALA ANUSHA	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	MEESA MOUNIKA	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	THOTA PAVANI	CSE	TECH MAHINDRA PS00551100@TechMahindra.com	2.5LPA
2021-2022	MUSKULA TRIVENI	CSE	TCS careers@tcs.com	3.36LPA

2021-2022	DOMMATA SWAPNA	CSE	TCS careers@tcs.com	3.36LPA
2021-2022	HUSSAIN BEGUM	CSE	TCS careers@tcs.com	3.36LPA
2021-2022	SHEFALI JOHNSON	CSE	TCS careers@tcs.com	3.36LPA
2021-2022	SHIVARATRI PRASHANTHI	CSE	TCS careers@tcs.com	3.36LPA
2021-2022	CHANDRAGIRI SUVARTHA	CSE	TCS careers@tcs.com	3.36LPA
2021-2022	CHEGURI MANASA	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	CHOWHAN JYOTHI	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	DABBETA PAVANI	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	BASANNAGARI NAGAMANI	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	SARASANI KEERTHI	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	PELAPOLU SAI KEERTHANA	CSE	SUTHERLAND GLOBAL SERVICES	2.28LPA
2021-2022	PORIKA SWATHI	CSE	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	SWAROOPA	CSE	UNOCAREER Raparla@unocareer.com	2.4LPA
2021-2022	MADDI NIKITA REDDY	CSE	UNOCAREER Raparla@unocareer.com	2.4LPA



Offer Letter

Name: JATOTH NANDINI

Date: Wednesday, March 21, 2022

Dear Ms. **JATOTH NANDINI,**

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

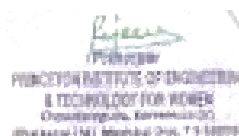
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: CHOPPARI DURGA
BHAVANI

Date: Wednesday, March 21, 2022

Dear Ms. **CHOPPARI DURGA BHAVANI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

- 1. Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- 2. Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- 3. Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- 4. Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

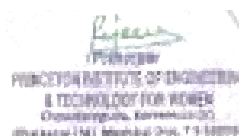
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: DUDDURU SRUTHI

Date: Wednesday, March 21, 2022

Dear Ms. **DUDDURU SRUTHI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
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5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

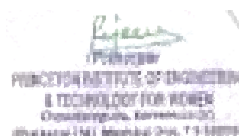
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: NAGELLI POOJA

Date: Wednesday, March 21, 2022

Dear Ms. **NAGELLI POOJA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

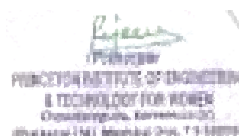
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: PERE PRAVALIKA

Date: Wednesday, March 21, 2022

Dear Ms. **PERE PRAVALIKA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

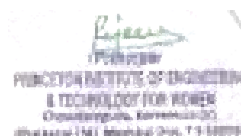
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: SRIRAM SHALINI

Date: Wednesday, March 21, 2022

Dear Ms. **SRIRAM SHALINI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
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- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

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11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

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- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

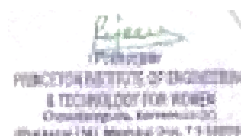
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: VEMULA MANISHA

Date: Wednesday, March 21, 2022

Dear Ms. **VEMULA MANISHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

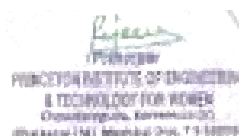
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Sub: Offer of Employment

Dear CHALLURI MANASA,

This is with reference to your application and the subsequent interviews in the above context. The Management is pleased to offer you the position of Construction Trainee for Earth Elements BPO Services Pvt Ltd India, Kondapur, Hyderabad. Your Cost to Company (CTC) will be Rs 2,50,008/- as mutually agreed. You are requested to join your duties on or before **13-08-2021**. At the time of joining the Company, kindly submit the following, to the HR Department:

- A Copy of your resignation letter submitted to your current employer.
- A copy of the relieving letter, from the current employer
- Copies of certificates in support of your educational qualifications (school leaving certificate onward)
- Proof of residence
- A salary certificate or a salary slip, in support of your last salary drawn.
- A copy of PAN card
- Form 16 from the current employer (If applicable/ incase joining is in the middle of the Financial Year)

Internet Requirements:

1. Minimum speed of 75 Mbps is required for employment.
2. If Internet speed must be increased then, this must be done before joining or within the first 2 weeks of the start date.
3. If internet speed is not increased within 2 weeks of starting then, a final written warning will be given & must be completed in another 2 weeks.
4. If still not done, you will be dismissed from the company.

System Configuration:

1. The incumbent should have his/her own laptop.
2. If any upgrade is required to his/her laptop to perform everyday duties, the incumbent should get it upgraded at their own expenses.
3. The Incumbent should have all the IT Assets ready and operational before the date of joining.

Probation: You will be on probation for a period of Three (3) months with a 2-week notice period or in lieu of 2 weeks salary; both from employee and employer. Based on your performance, you will be confirmed, or your probation may be extended if deemed necessary.

Confirmation may or may not result in an increase in salary and you would be covered under the yearly increment cycle as applicable to all employees. Upon confirmation, a 1-month notice period or in lieu of 1 month's salary if applicable in cable of a separation of employment from both employee and the company.

details in EELLC are Private & Confidential. You are requested not to share discuss the contents/details of your compensation with anyone within or outside the organization.

A. Teja

Annexure(A)

Name: CHALLURI MANASA
Designation: Construction Trainee
Effective from: 13-09-2021
Work Location: Remote
Shift time: 06:00 PM to 03:00 AM (The shift timings for the first 2 weeks will be from 3:00 PM 12:00 AM. From 3rd week, the shift timings are 6:00 PM to 3:00 AM as discussed).

Employee Name	Saritha Aettapu	
Designation	Construction Trainee	
Pay Components	Per Month	Per Annum
1. Fixed Monthly Components		
Basic Salary	9231	110772
House Rent Allowance	3692	44304
LTA Reimbursement	0	0
Conveyance Allowance	0	0
Medical Allowance	0	0
Special Allowance	5539	66468
Total A: Fixed Gross Salary (Total of 1)	18462	221544
2. Statutory Benefits		
Employer's Provident Fund	1772	21264
Employer's ESI	600	7200
Total B: Statutory Benefits (Total of 2)	2372	28464
Cost to Company (Total of A+B)	20834	250008
3. Other Emoluments		
Performance Linked Incentive	0	0
Total C: Other Emoluments (Total of 3)	0	0
Total Cost to Company (CTC+ Total C)	20834	250008
4 Deductions		
Employee PF	1772	21264
Employee ESI	138	1656
PT	150	1800
Net Salary	16402	196824

Other Benefits:

- a. Medclaim Coverage upto INR 4,00,000/Annum (Self and Family") and
- b. Accidental Coverage (for self)-

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A. Jayas

Family includes — Spouse, children, not the Parents
Applicable as per ESI Act 1948
Flexible Components are as per Company Policy.

Night Shift Allowance - 10% of CTC will be paid (will be prorated on number of days of work) for Shifts like 6PM-3AM or 7PM-4AM. The night shift needs to be pre - approved by the respective managers.

Note: The above compensation is subject to statutory deductions on a monthly basis such as Professional Tax, Provident Fund, Gratuity, Income Tax Deduction, Employee State Insurance etc., as may be applicable from time to time in compliance with relevant laws in the country.

Kindly sign a copy of this letter in acceptance of our offer. The offer stands valid till **9th September 2021** only. Kindly note that this offer for employment is subject to a *satisfactory* verification of documents, at the time of *joining*.

We welcome you to the EELLC BPO services Pvt Ltd family and wish you a long and successful association with us.

Yours sincerely,



CEO
EELLC BPO services Pvt Ltd



Read & Accepted By

Regd. Address: Mohan Elite, D. No.1-55-199, Survey No. 199P B G Road, Kondapur,
Hyderabad, Telangana, 500084



Sub: Offer of Employment

Dear GUMMADI NUTHANA,

This is with reference to your application and the subsequent interviews in the above context. The Management is pleased to offer you the position of Construction Trainee for Earth Elements BPO Services Pvt Ltd India, Kondapur, Hyderabad. Your Cost to Company (CTC) will be Rs 2,50,008/- as mutually agreed. You are requested to join your duties on or before **13-08-2021**. At the time of joining the Company, kindly submit the following, to the HR Department:

- A Copy of your resignation letter submitted to your current employer.
- A copy of the relieving letter, from the current employer
- Copies of certificates in support of your educational qualifications (school leaving certificate onward)
- Proof of residence
- A salary certificate or a salary slip, in support of your last salary drawn.
- A copy of PAN card
- Form 16 from the current employer (If applicable/ incase joining is in the middle of the Financial Year)

Internet Requirements:

1. Minimum speed of 75 Mbps is required for employment.
2. If Internet speed must be increased then, this must be done before joining or within the first 2 weeks of the start date.
3. If internet speed is not increased within 2 weeks of starting then, a final written warning will be given & must be completed in another 2 weeks.
4. If still not done, you will be dismissed from the company.

System Configuration:

1. The incumbent should have his/her own laptop.
2. If any upgrade is required to his/her laptop to perform everyday duties, the incumbent should get it upgraded at their own expenses.
3. The Incumbent should have all the IT Assets ready and operational before the date of joining.

Probation: You will be on probation for a period of Three (3) months with a 2-week notice period or in lieu of 2 weeks salary; both from employee and employer. Based on your performance, you will be confirmed, or your probation may be extended if deemed necessary.

Confirmation may or may not result in an increase in salary and you would be covered under the yearly increment cycle as applicable to all employees. Upon confirmation, a 1-month notice period or in lieu of 1 month's salary if applicable in cable of a separation of employment from both employee and the company.

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A. Teja

Annexure(A)

Name:GUMMADI NUTHANA
Designation: Construction Trainee
Effective from: 13-09-2021
Work Location: Remote
Shift time: 06:00 PM to 03:00 AM (The shift timings for the first 2 weeks will be from 3:00 PM 12:00 AM. From 3rd week, the shift timings are 6:00 PM to 3:00 AM as discussed).

Employee Name	Saritha Aettapu	
Designation	Construction Trainee	
Pay Components	Per Month	Per Annum
1. Fixed Monthly Components		
Basic Salary	9231	110772
House Rent Allowance	3692	44304
LTA Reimbursement	0	0
Conveyance Allowance	0	0
Medical Allowance	0	0
Special Allowance	5539	66468
Total A: Fixed Gross Salary (Total of 1)	18462	221544
2. Statutory Benefits		
Employer's Provident Fund	1772	21264
Employer's ESI	600	7200
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Total Cost to Company (CTC+ Total C)	20834	250008
4 Deductions		
Employee PF	1772	21264
Employee ESI	138	1656
PT	150	1800
Net Salary	16402	196824

Other Benefits:

- a. Medclaim Coverage upto INR 4,00,000/Annum (Self and Family") and
- b. Accidental Coverage (for self)-

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AJeyas

Family includes — Spouse, children, not the Parents
"Applicable as per ESI Act 1948
"Flexible Components are as per Company Policy.

Night Shift Allowance - 10% of CTC will be *paid* (will be prorated on number of days of work) for Shifts like 6PM-3AM or 7PM-4AM. The night shift needs to be pre - approved by the respective managers.

Note: The above compensation is subject to statutory deductions *on* a monthly *basis* such as Professional Tax, Provident Fund, Gratuity, Income Tax Deduction, Employee State Insurance etc., as may be applicable from time to time in *compliance* with relevant laws in the country.

Kindly sign a copy of this letter in acceptance of our *offer*. The offer stands valid till **9th September 2021** only. Kindly note that this offer for employment is subject to a *satisfactory* verification of documents, at the time *of joining*.

We welcome you to the EELLC BPO services Pvt Ltd family and wish you a long and successful association with us.

Yours sincerely,



CEO
EELLC BPO services Pvt Ltd



Read & Accepted By

Regd. Address: Mohan Elite, D. No.1-55-199, Survey No. 199P B G Road, Kondapur,
Hyderabad, Telangana, 500084



Sub: Offer of Employment

Dear NUNAVATH SHILPA,

This is with reference to your application and the subsequent interviews in the above context. The Management is pleased to offer you the position of Construction Trainee for Earth Elements BPO Services Pvt Ltd India, Kondapur, Hyderabad. Your Cost to Company (CTC) will be Rs 2,50,008/- as mutually agreed. You are requested to join your duties on or before **13-08-2021**. At the time of joining the Company, kindly submit the following, to the HR Department:

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Confirmation may or may not result in an increase in salary and you would be covered under the yearly increment cycle as applicable to all employees. Upon confirmation, a 1-month notice period or in lieu of 1 month's salary if applicable in cable of a separation of employment from both employee and the company.

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A. Teja

Annexure(A)

Name: NUNAVATH SHILPA
Designation: Construction Trainee
Effective from: 13-09-2021
Work Location: Remote
Shift time: 06:00 PM to 03:00 AM (The shift timings for the first 2 weeks will be from 3:00 PM 12:00 AM. From 3rd week, the shift timings are 6:00 PM to 3:00 AM as discussed).

Employee Name	Saritha Aettapu	
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We welcome you to the EELLC BPO services Pvt Ltd family and wish you a long and successful association with us.

Yours sincerely,



CEO
EELLC BPO services Pvt Ltd



Read & Accepted By

Regd. Address: Mohan Elite, D. No.1-55-199, Survey No. 199P B G Road, Kondapur,
Hyderabad, Telangana, 500084

PRIVATE & CONFIDENTIAL

Ms.A.Sai Santoshi

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **A.Sai Santoshi**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

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2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
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9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

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14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **A.Sai Santoshi** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.R.Haritha

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **R.Haritha**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

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Dear **R.Haritha** ,

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For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

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- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.V.Swathi

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **V.Swathi**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

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Dear **V.Swathi** ,

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For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

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- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.B.Umadevi

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **B.Umadevi**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

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For UnoCareer Services Private Limited



Rao Raparla
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Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.E.Swapna

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **E.Swapna**,

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10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **E.Swapna** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.K.Manjula

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **K.Manjula**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **K.Manjula** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.Sadiya

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **Sadiya**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **Sadiya** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:



Infosys Limited
Special Economic Zone, Unit - Unit1
Survey No. 50(pt) Pocharam Village
Singapore Township Post Office
Ghatkesar Mandal, Rangareddy (Dist)
Hyderabad 500 088, India
www.infosys.com

Date: 08/01/2022

Dear *B.Mounika*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.**26,275** per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

The terms & conditions of our Offer of Employment to you are as follows:

01. Date of Commencement of Employment:

Your employment with the Company shall commence on **July 30 , 2022**.

02. Location:

Your current location of employment shall be **Hyderabad(SEZ), India**. However, please note that the Company reserves the right to transfer its employees to any unit(s) / department(s) or office(s) of the Company or of its Affiliates and/or the office of the Company's customer ("Work Location"), other than the one an employee was initially hired to work for.

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.





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Hyderabad 500 088, India
www.infosys.com

Date: 08/01/2022

Dear *M.Krishna veni*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

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www.infosys.com

Date: 08/01/2022

Dear *G.Niharika*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

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Date: 08/01/2022

Dear *M.Akansha*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

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Hyderabad 500 088, India
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Date: 08/01/2022

Dear *T.Nikitha*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

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Date: 08/01/2022

Dear *V.Mounika*,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of '**Software Engineer**' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.**26,275** per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

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OFFER LETTER



Date: 13/12/2021

Dear G.Anitha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear R.Tejasri,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear A.Shruthi,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

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3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear G.Renuka,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear K.Vinodini,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER



Date: 13/12/2021

Dear M.Prashanthi,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
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3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear P.Deeksha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 19/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
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3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

21-10-2021

A.Rajitha
Hyderabad

Subject: **LETTER OF OFFER**

Dear **A.Rajitha**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	A.Rajitha	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

CH.Shireesha
Hyderabad

Subject: **LETTER OF OFFER**

Dear **CH.Shireesha**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	CH.Shireesha	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

D.Srividya
Hyderabad

Subject: LETTER OF OFFER

Dear **D.Srividya**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	D.Srividya	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

D.Gowthami
Hyderabad

Subject: **LETTER OF OFFER**

Dear **D.Gowthami**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	D.Gowthami	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

M.Srilatha
Hyderabad

Subject: **LETTER OF OFFER**

Dear **M.Srilatha**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	M.Srilatha	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

P.Swathi
Hyderabad

Subject: **LETTER OF OFFER**

Dear **P.Swathi**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	P.Swathi	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad



Date: 28/10/2021

Dear Ms.Ashwini.A,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

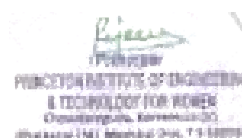
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.B.Ravali,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

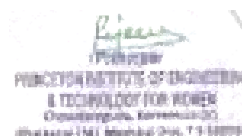
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.CH.Priyanka,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

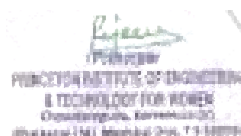
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.D.Shireesha,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

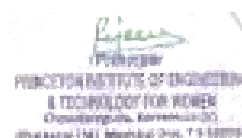
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.M.Sony Bhargavi,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

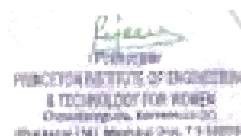
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.T.Harika,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

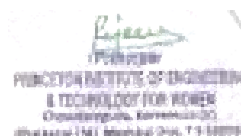
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Offer Letter

Name: CHARABUDLA VANDANA
Date: Wednesday, March 21, 2022

Dear Ms. **CHARABUDLA VANDANA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

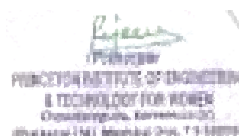
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: GAJULA NEHA

Date: Wednesday, March 21, 2022

Dear Ms. **GAJULA NEHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

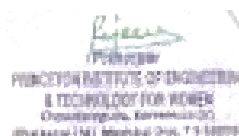
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: KOPPULA SIREESHA

Date: Wednesday, March 21, 2022

Dear Ms. **KOPPULA SIREESHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

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- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

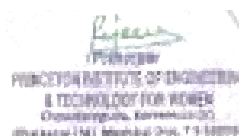
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: MANASA CH

Date: Wednesday, March 21, 2022

Dear Ms. **MANASA CH**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

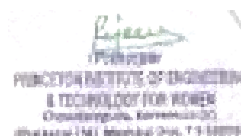
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Offer Letter

Name: NARMETA SRIVIDYA
Date: Wednesday, March 21, 2022

Dear Ms. **NARMETA SRIVIDYA,**

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
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10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

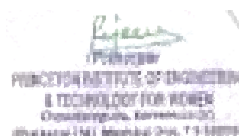
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Offer Letter

Name: THUNIKI SUPRIYA

Date: Wednesday, March 21, 2022

Dear Ms. **THUNIKI SUPRIYA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
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- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

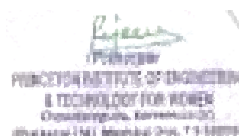
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,

Navi Mumbai – 400708, Maharashtra, India.

Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: March 22, 2022

A.SRAVANI

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear A.SRAVANI,

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

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

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

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

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

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

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

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India.



Upon joining Capgemini,

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

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

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

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

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

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

Thanking you, Yours
Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

A.SRAVANI Analyst

and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: A.SRAVANI

Date: _____



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,

Navi Mumbai – 400708, Maharashtra, India.

Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: March 22, 2022

G.SAIDEEPA

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear G.SAIDEEPA,

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

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

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Thanking you, Yours
Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

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For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: G.SAIDEEPA

Date: _____



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www.capgemini.com/in-en

Date: March 22, 2022

J.MOUNIKA

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear J.MOUNIKA,

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For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

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Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: J.MOUNIKA

Date: _____



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,

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Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: March 22, 2022

K.RUSHMITHA

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear K.RUSHMITHA,

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Thanking you, Yours
Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

K.RUSHMITHA

Analyst and A4

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For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: K.RUSHMITHA

Date: _____



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,

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www.capgemini.com/in-en

Date: March 22, 2022

M.KEERTHI

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear M.KEERTHI,

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

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Thanking you, Yours
Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

M.KEERTHI Analyst

and A4

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Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: M.KEERTHI

Date: _____



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Date: March 22, 2022

M.APARNA

Princeton Institute of Engineering and Technology for Women

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

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

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

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India.



Upon joining Capgemini,

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

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

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

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

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

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

Thanking you, Yours
Sincerely,

For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

M.APARNA Analyst

and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 3,00,000/- (Rupees Three Lakh only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: M.APARNA

Date: _____



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,

Navi Mumbai – 400708, Maharashtra, India.

Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: March 22, 2022

P.NAVITHA

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear P.NAVITHA,

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

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

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

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Puneet Kumra

Head - Fresher Hiring



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For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: P.NAVITHA

Date: _____



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Navi Mumbai – 400708, Maharashtra, India.

Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121

www.capgemini.com/in-en

Date: March 22, 2022

S.SOWMYA

Princeton Institute of Engineering and Technology for Women

Letter of Intent ("LOI")

Dear S.SOWMYA,

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For & On Behalf of Capgemini

Puneet Kumra

Head - Fresher Hiring



ANNEXURE 1

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and A4

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For & On Behalf of Capgemini

Puneet Kumra
Head - Fresher Hiring

Signature: _____

Candidate Name: S.SOWMYA

Date: _____

07-Jan-2022

Dear J.SWETHA,
B.Tech/B.E., Computer Science and Engineering
Princeton Institute of Engineering and Technology for Women



In continuation to our discussions, we are pleased to offer you the role of Programmer Analyst Trainee in Cognizant Technology Solutions India Private Limited ("Cognizant").

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of Rs.401,986/-. This includes an annual incentive indication of Rs.22,500/-, as well as Cognizant's contribution of Rs.19,500/- towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in Annexure A.

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 Rs.450,500/-. This includes an annual incentive indication of Rs.22,500/-, as well as Cognizant's contribution of Rs. 19,500/- towards benefits such as Medical, Accident, Life Insurance, as applicable.

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

Cognizant is keen that there is a secure environment for clients and internally too. You are required to be registered with the National Skills Registry (NSR) and provide the ITPIN while joining the organization. Please refer Annexure B for more details.

Please note

- 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.
- 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.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2cognizant.cognizant.com>

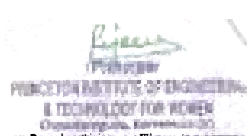
Yours sincerely,
For Cognizant Technology Solutions India Pvt. Ltd.,

Suresh Bethavandu
Global Head-Talent Acquisition

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

Signature :

Date:



Annexure A

Name:	J.SWETHA	Designation:	Programmer Analyst Trainee
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Sl. No.	Description	Monthly	Yearly
1	Basic	10325	123,900
2	HRA*	6195	74,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7129	85,548
	Annual Gross Compensation		353,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		376,488
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Gratuity		6,003
	Annual Total Remuneration		401,991

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

- Floating Medical Insurance Coverage of Rs. 250,000/- per annum
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance Coverage
- 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
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

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. # 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. Contribution to ESI Wages: 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.

*** Language Premium: This allowance is applicable only for Japanese, German & French language. It will be paid along with the Apr, July, Oct and Jan payroll for the previous quarter and will be subject to tax deductions as applicable in India. The amount will be pro-rated to the duration spent with Cognizant India and will be paid out on the condition that you continue to use the foreign language skill as required by your role/project/account.

**** 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.

Login to <https://onecognizant.cognizant.com>->Total Rewards App for more details

07-Jan-2022

Dear M.AKSHITHA,
B.Tech/B.E., Computer Science and Engineering
Princeton Institute of Engineering and Technology for Women



In continuation to our discussions, we are pleased to offer you the role of Programmer Analyst Trainee in Cognizant Technology Solutions India Private Limited ("Cognizant").

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of Rs.401,986/-. This includes an annual incentive indication of Rs.22,500/-, as well as Cognizant's contribution of Rs.19,500/- towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in Annexure A.

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

Cognizant is keen that there is a secure environment for clients and internally too. You are required to be registered with the National Skills Registry (NSR) and provide the ITPIN while joining the organization. Please refer Annexure B for more details.

Please note

- 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.
- 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.

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.,

Suresh Bethavandu
Global Head-Talent Acquisition

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

Signature :

Date:

Annexure A

Name: M.AKSHITHA Designation: Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10325	123,900
2	HRA*	6195	74,340
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As an associate you are also entitled to the following additional benefits:

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07-Jan-2022

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07-Jan-2022

Dear P.RAVALI,
B.Tech/B.E., Computer Science and Engineering
Princeton Institute of Engineering and Technology for Women



In continuation to our discussions, we are pleased to offer you the role of Programmer Analyst Trainee in Cognizant Technology Solutions India Private Limited ("Cognizant").

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of Rs.401,986/-. This includes an annual incentive indication of Rs.22,500/-, as well as Cognizant's contribution of Rs.19,500/- towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in Annexure A.

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 Rs.450,500/-. This includes an annual incentive indication of Rs.22,500/-, as well as Cognizant's contribution of Rs.19,500/- towards benefits such as Medical, Accident, Life Insurance, as applicable.

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

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Please note

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- 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.

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.,

Suresh Bethavandu
Global Head-Talent Acquisition

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

Signature :

Date:

Annexure A

Name:	P.RAVALI	Designation:	Programmer Analyst Trainee
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Sl. No.	Description	Monthly	Yearly
1	Basic	10325	123,900
2	HRA*	6195	74,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7129	85,548
	Annual Gross Compensation		353,988
	Incentive Indication (per annum)**		22,500
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	Gratuity		6,003
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- Floating Medical Insurance Coverage of Rs. 250,000/- per annum
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* 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
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07-Jan-2022

Dear S.SRILEKHA,
B.Tech/B.E., Computer Science and Engineering
Princeton Institute of Engineering and Technology for Women



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We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2cognizant.cognizant.com>

Yours sincerely,

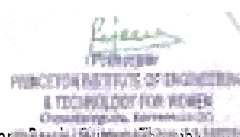
For Cognizant Technology Solutions India Pvt. Ltd.,

Suresh Bethavandu
Global Head-Talent Acquisition

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Signature :

Date:



Annexure A

Name: S.SRILEKHA Designation: Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
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07-Jan-2022

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Yours sincerely,
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Signature :

Date:

Annexure A

Name:	Y.SHIVANI	Designation:	Programmer Analyst Trainee
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07-Jan-2022

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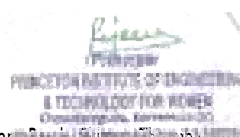
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Annexure A

Name:	Y.ARTHI	Designation:	Programmer Analyst Trainee
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To: G.SHIREESHA

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

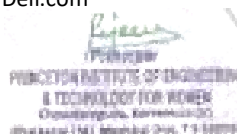
Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.

Corporate Identification Number :U74999KA1996FTC055568

Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030

Dell.com





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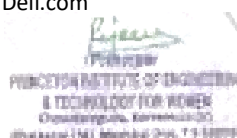
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Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
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Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

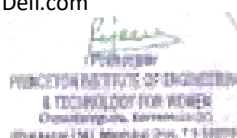
Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com





To: M.PURNIKA

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

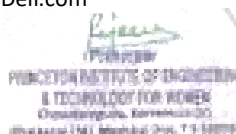
Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com





To: P.INDHUMATHI

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

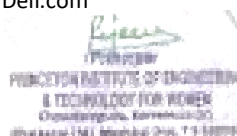
Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com



21-10-2021

A.MEGHANA
Hyderabad

Subject: **LETTER OF OFFER**

Dear **A.MEGHANA**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	A.MEGHANA	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

G.NARMADA
Hyderabad

Subject: **LETTER OF OFFER**

Dear **G.NARMADA**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited

Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	G.NARMADA	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

J.NANDINI
Hyderabad

Subject: **LETTER OF OFFER**

Dear **J.NANDINI**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	J.NANDINI	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

M.NIKITHA
Hyderabad

Subject: **LETTER OF OFFER**

Dear **M.NIKITHA**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	M.NIKITHA	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

N.SINDHUJA
Hyderabad

Subject: **LETTER OF OFFER**

Dear **N.SINDHUJA**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	N.SINDHUJA	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

P.NISSY
Hyderabad

Subject: **LETTER OF OFFER**

Dear **P.NISSY**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	P.NISSY	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* Net Take Home is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad

21-10-2021

T.YAMINI
Hyderabad

Subject: **LETTER OF OFFER**

Dear **T.YAMINI**,

We thank you for your interest in discussing an opportunity to be part of Just Dial Ltd.

Based on the discussions with you, we are pleased to offer you to the position of **Certified Internet Consultant**. You will be on probation for a period of six months from your date of joining which will be on or before **23-05-2022**.

The annual compensation calculated on Cost to Company will be **INR 290500/-**.

Details of your compensation are as follows:

S.No	Term	Salary	Total
1	First Six Months	Rs.19000 /-p.m.	114000
2	Revised Salary - After Six Months*	Rs.22500 /-p.m.	135000
	Performance Cum Retention Bonus**	Amount	
3	End of 6 Months - One month Salary	19000	19000
4	End of 12 Months - One month Salary	22500	22500
	Total CTC per annum		290500

***Revised Salary & Performance cum Retention Bonus (PCRB)** are paid subject to satisfactory performance report at the end of **6 months** and **12 months** after successful completion of probation in writing.

Your place of posting will be **Hyderabad**.

As a part of your joining formalities, a complete verification of your identity documents and your background would be done. On successful submission and verification of your documents and background checks, you shall be issued a Letter of Appointment from the company.

In case any of the verifications turns out to be negative at any point of time, your appointment with the organization shall be terminated with immediate effect.

You are requested to sign a copy of this letter as a token of acceptance.

We look forward to your joining the **JUST DIAL** Team and wish you a long and fulfilling career with the organization.

For Just Dial Limited



Manjari Anantha
Head - Human Resources, Hyderabad

Annexure:-

Annexure - Just Dial Ltd Compensation Structure		
Employee Name	T.YAMINI	
Department	Sales	
Grade	G12	
Designation	Certified Internet Consultant	
Effective Date	23-05-2022	
CTC	290500/- per annum	
Pay structure	CTC	Revised CTC
Fixed Components		
Basic	5700	6750
House Rent Allowance (HRA)	3420	4050
Departmental Allowance	2375	2813
Desk Allowance	2375	2813
Personal Allowance	2104	2491
Salary (C1)	15974	18917
Statutory Components		
Employer PF Contribution	684	810
Employer ESIC Contribution	759	899
Benifits(c2)	1443	1709
Reimbursements		
Sodexo		
Conveyance Reimbursement		
Fuel Reimbursement		
Reimbursements(c3)	0	0
Statutory Bonus	1583	1874
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	19000	22500
Deductions		
Employee PF Contribution	684	810
Employee ESIC Contribution	280	332
Total Deductions (b)	964	1142
Net Take Home {a - b - C2}	16593	19649
Total CTC	19000	22500

* **Net Take Home** is subject to tax & other applicable deductions basis individual's salary structure.

Yours sincerely,
For Just Dial Limited

Manjari Anantha

Head - Human Resources, Hyderabad



Date: 28/10/2021

Dear Ms.B.Nagamani,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

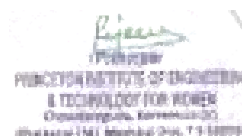
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.CH.Manasa,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

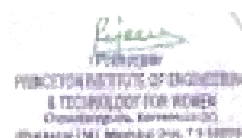
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.CH.Jyothi,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

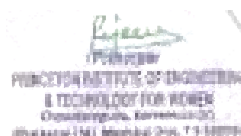
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.D.Pavani,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

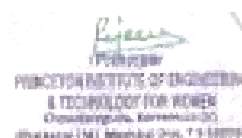
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.P.Sai Keerthana,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

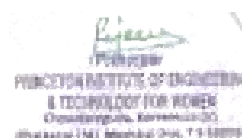
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Date: 28/10/2021

Dear Ms.S.Keerthi,

We are very pleased to offer the position for Customer Support with Sutherland effective, Your CTC Package will be Rs. 2.28.000/- .In this role you will be reporting to the seniors of the company, and would be responsible for your high end delivers. The terms and conditions of your employment and your job responsibilities will continue remains same.

You may please contact to HR department for the necessary break-up. We thank you for your contribution made to process and hope that you will perform with the equal enthusiasm in future. We wish you all the best in all your endeavors.

We once again congratulate you on your appointment and wish you a long and successful career with Sutherland Global Services.

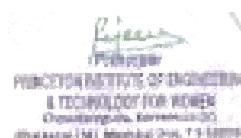
Sincerely,

Raju Mehta

Manager – Recruiting Team,

Human Resources

Sutherland Global Services - No.99LH, Lanco Hills Technology Park, 9th Floor,Manikonda, Hyderabad.





Offer: Computer Consultancy

Date: 03/05/2022

Dear CH.SUVARTHA,

Sub: Letter of Offer

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

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

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

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

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

TCS Confidential

1

TCSL/DT20220002445

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

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

TCS Careers Serviceline: 1800 200 9999 careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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TCSL/DT20000000145

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Bandra Kurla Complex, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 9999 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

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TCSL/DT20200000145

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Technopolis (Purview), Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 9999 careers@tcs.com



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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

We look forward to having you in our global team Yours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	CH.SUVARTHA
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy

Date: 03/05/2022

Dear D.SWAPNA,

Sub: Letter of Offer

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

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

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

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

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



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Bandra Kurla Complex, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, P. O. Box 120, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

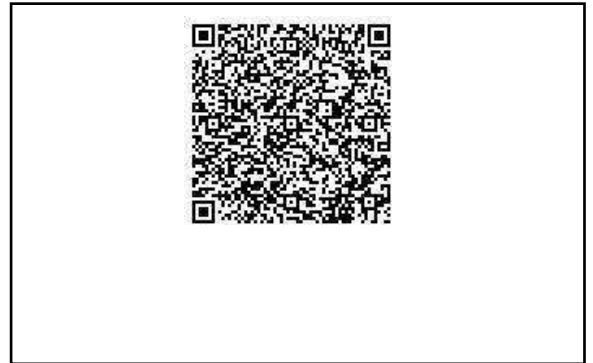
We look forward to having you in our global team Yours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	D.SWAPNA
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Annexure

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy

Date: 03/05/2022

Dear HUSSAIN BEGUM,

Sub: Letter of Offer

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

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

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

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

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



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Bandra Kurla Complex, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, P. O. Box 120, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

We look forward to having you in our global team Yours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	HUSSAIN BEGUM
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Annexure

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy

Date: 03/05/2022

Dear M.TRIVENI,

Sub: Letter of Offer

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

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

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

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

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

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

TCS Careers Serviceline: 1800 200 9999 careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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TCS Careers Service Line: 1800 200 2000 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

We look forward to having you in our global teamYours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	M.TRIVENI
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy

Date: 03/05/2022

Dear S.JOHNSON,

Sub: Letter of Offer

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

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

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

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

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 1000 Website: www.tcs.com

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

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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Registered Office Nirmal Building, 9th Floor, Bandra Kurla Complex, Point, Mumbai 400 021

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

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TCS Careers Serviceline: 1800 200 9999 careers@tcs.com



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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

We look forward to having you in our global team Yours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	S.JOHNSON
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy

Date: 03/05/2022

Dear S.PRASHANTHI,

Sub: Letter of Offer

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

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

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

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

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

TCS Confidential

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TCSL/DT000000001115

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

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

TCS Careers ServiceLine: 1800 200 2000 careers@tcs.com



COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

TCS Confidential

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TCSL/DT00000000115

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

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

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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

3. Training Period

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

TCS Confidential

5

TCSL/DT00000000115

TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0000 Website: www.tcs.com

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

TCS Careers Serviceline: 1800 200 2000 careers@tcs.com



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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



written permission of TCSL.

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



serve TCSL as per the Notice Period clause mentioned below.

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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



Withdrawal of Offer

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

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

We look forward to having you in our global team Yours

Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath

Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	S.PRASHANTHI
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure

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



Annexure

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **B.VAISHNAVI DEVI**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	B.VAISHNAVI DEVI	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **J.ABHILASHA**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	J.ABHILASHA	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **K.Vaishnavi Reddy**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

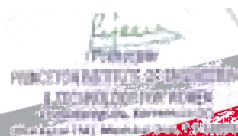
NAME	K.Vaishnavi Reddy	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:
- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.



iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **M.MOUNIKA**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	M.MOUNIKA	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **P.ANUSHA**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	P.ANUSHA	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **T.PAVANI**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	T.PAVANI	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

PRIVATE & CONFIDENTIAL

Ms.MADDI NIKITA REDDY

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **MADDI NIKITA REDDY**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **MADDI NIKITA REDDY**,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.PORIKA SWATHI

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **PORIKA SWATHI**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **PORIKA SWATHI** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

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- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.SWAROOPA

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **SWAROOPA**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

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2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **SWAROOPA** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

Ms. B.SWARANJALI

Princeton Institute of Engineering and Technology for Women
Hyderabad
Telangana
India

Dear B.SWARANJALI,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

B.SWARANJALI**ANNEXURE-I**

COMPENSATION & BENEFITS STRUCTURE		
NAME : B.SWARANJALI		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.
 **Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

B.SWARANJ

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Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. B.SWARANJALI,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

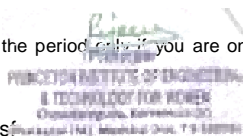
1. The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
2. Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
3. On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
4. H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
5. Company's performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
6. Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

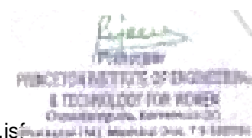
2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

7. Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
8. People rated as low performers will not be eligible for any payouts for that assessment period.
9. The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
10. Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
11. Team member is expected to be actively employed as on the payout date to be eligible for annual payout.

12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.



13. If you are joining after 15th September in H1 or after 15th March in H2, then you will be eligible to receive the performance incentive in the succeeding variable pay cycle.



for Virtusa Consulting Services Pvt Ltd, India,

N. Sundarajan

Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

B.SWARANJAL

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ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,

N. Sundarajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

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All Benefits are subject to revision at the discretion of Management from time to time.

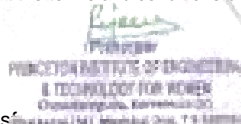
EMPLOYMENT AGREEMENT

Ms. B.SWARANJALI,
Princeton Institute of Engineering and Technology for Women

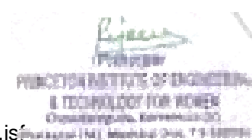
This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:



The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.

3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.

4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.

5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.

6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. Duties:

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

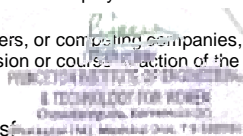
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as the terms and conditions of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
- b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
- c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
- d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
- e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
31. **Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
32. **Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
 - a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

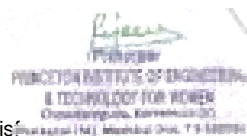
33. **Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
34. **Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
35. **Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
36. **Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

- 37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
- 38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
- 39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
- 40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
- 41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources



Ms. G.MANASA

Princeton Institute of Engineering and Technology for Women
Hyderabad
Telangana
India

Dear G.MANASA,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

G.MANASA

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : G.MANASA		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.

**Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,

N. Sundararajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

G.MANASA

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. G.MANASA,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

- The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
- Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
- On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
- H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
- Company's performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
- Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

- Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
- People rated as low performers will not be eligible for any payouts for that assessment period.
- The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
- Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
- Team member is expected to be actively employed as on the payout date to be eligible for annual payout.
- You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.
- If you are joining after 15th September in H1 or after 15th March in H2, then you will be eligible to receive the performance incentive in the succeeding variable pay cycle.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

G.MANASA

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

G.MANASA

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

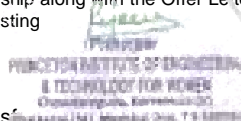
Ms. G.MANASA,
Princeton Institute of Engineering and Technology for Women

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.
3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.
4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.
5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.
6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. **Duties:**

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

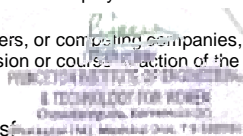
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as a condition of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
 - b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
 - c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
 - d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
 - e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
- 31. Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
- 32. Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
- a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

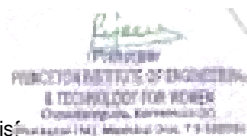
- 33. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
- 34. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
- 35. Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
- 36. Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

- 37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
- 38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
- 39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
- 40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
- 41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources



Ms. M.RAMABHARATHI

Princeton Institute of Engineering and Technology for Women
Hyderabad
Telangana
India

Dear M.RAMABHARATHI,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for **Virtusa Consulting Services Pvt Ltd, India,**

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

M.RAMABHARATHI

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : M.RAMABHARATHI		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.
 **Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource
RATHI

M.RAMABHA

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. M.RAMABHARATHI,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

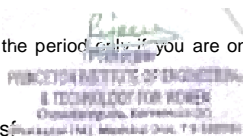
- The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
- Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
- On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
- H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
- Company's performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
- Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

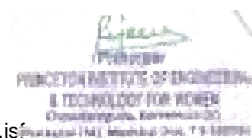
2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

- Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
- People rated as low performers will not be eligible for any payouts for that assessment period.
- The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
- Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
- Team member is expected to be actively employed as on the payout date to be eligible for annual payout.

12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.



13. If you are joining after 15th September in H1 or after 15th March in H2, then you will be eligible to receive the performance incentive in the succeeding variable pay cycle.



for Virtusa Consulting Services Pvt Ltd, India,

N. Sundarajan

Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

M.RAMABHAR

ATHI

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,

N. Sundarajan

Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

M.RAMABHA

RATHI

All Benefits are subject to revision at the discretion of Management from time to time.

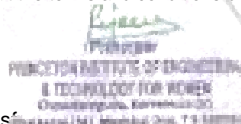
EMPLOYMENT AGREEMENT

Ms. M.RAMABHARATHI,
Princeton Institute of Engineering and Technology for Women

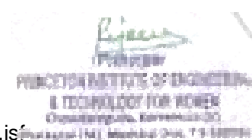
This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:



The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.

3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.

4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.

5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.

6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. **Duties:**

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

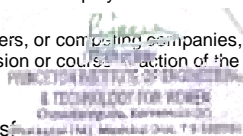
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as the terms and conditions of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
 - b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
 - c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
 - d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
 - e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
- 31. Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
- 32. Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
- a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

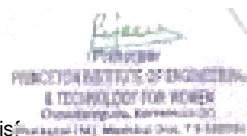
- 33. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
- 34. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
- 35. Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
- 36. Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

- 37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
- 38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
- 39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
- 40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
- 41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources



Ms. SNEHA GOUD

Princeton Institute of Engineering and Technology for Women
Hyderabad
Telangana
India

Dear SNEHA GOUD,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

SNEHA GOUD

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : SNEHA GOUD		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.
 **Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource
GOUD

SNEHA

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. SNEHA GOUD,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

- The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
- Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
- On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
- H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
- Company' s performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
- Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

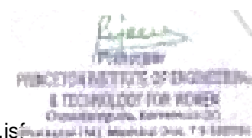
2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

- Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
- People rated as low performers will not be eligible for any payouts for that assessment period.
- The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
- Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
- Team member is expected to be actively employed as on the payout date to be eligible for annual payout.

12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.

13. If you are joining after 15th September in H1 or after 15th March in H2, you will not be eligible to receive the performance incentive in the

succeeding variable pay cycle.



for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

SNEHA GOUD

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource
GOUD

SNEHA

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

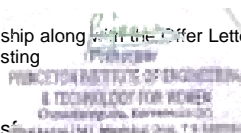
Ms. SNEHA GOUD,
Princeton Institute of Engineering and Technology for Women

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.
3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.
4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.
5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.
6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. **Duties:**

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

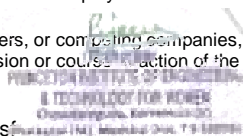
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as a condition of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
 - b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
 - c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
 - d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
 - e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
- 31. Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
- 32. Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
- a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

- 33. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
- 34. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
- 35. Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
- 36. Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources

Offer Letter

Name: ANDUGULA SHALINI

Date: Wednesday, March 21, 2022

Dear Ms. **ANDUGULA SHALINI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

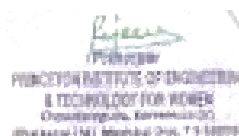
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: GODISELA ANUGNA

Date: Wednesday, March 21, 2022

Dear Ms. **GODISELA ANUGNA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

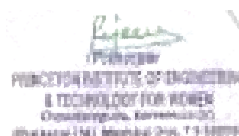
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: KUCHANA SUSHMITHA

Date: Wednesday, March 21, 2022

Dear Ms. **KUCHANA SUSHMITHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

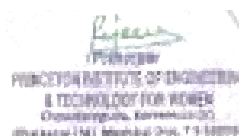
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Offer Letter

Name: MADDURI ANUSHA

Date: Wednesday, March 21, 2022

Dear Ms. **MADDURI ANUSHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

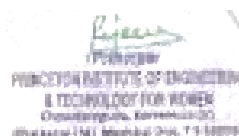
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: VADTHYA MAHESHWARI
Date: Wednesday, March 21, 2022

Dear Ms. **VADTHYA MAHESHWARI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

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- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

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5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

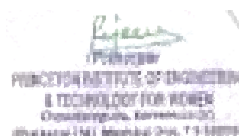
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Date: 12-Jan-2022

Personal & Confidential

CH.NARMADA

Offer of employment

Dear CH.NARMADA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of CH.NARMADA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

K.SAI SRIJA

Offer of employment

Dear K.SAI SRIJA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of K.SAI SRIJA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/- (Rupees One lakh rupees only) which will be paid in equal installments (i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum (Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

MADHAVI KUMARI SHARMA

Offer of employment

Dear MADHAVI KUMARI SHARMA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of MADHAVI KUMARI SHARMA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

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 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

M.SHYAMALA

Offer of employment

Dear M.SHYAMALA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of M.SHYAMALA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/- (Rupees One lakh rupees only) which will be paid in equal installments (i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum (Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

N.ANUSHA

Offer of employment

Dear N.ANUSHA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of N.ANUSHA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/- (Rupees One lakh rupees only) which will be paid in equal installments (i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum (Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

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17. Non-solicitation:

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Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

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22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

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24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:



To: K.SHILPA

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

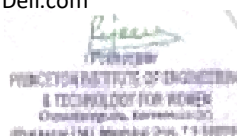
Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com





To: R.BHAVANI

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

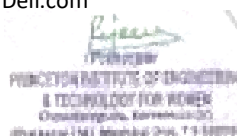
Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com





To: SK.SAFIYA

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

Post your confirmation, completion and clearance of graduation and after due internal approvals on your candidature a definitive formal letter of employment with compensation break-up and date of joining will be issued which will be the final offer from the Company.

Should you have any queries please feel free to contact: UR_India@Dell.com

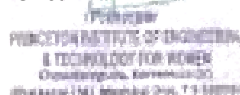
Kindly confirm your acceptance to enable us to consider your candidature.

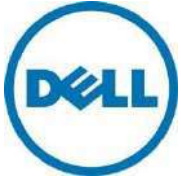
Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

Dell International Services India Pvt. Ltd.
Corporate Identification Number :U74999KA1996FTC055568
Registered Office : Divyashree Greens, Sy .Nos. 12/1,12/2A,13/1A, Challaghatta Village,
Varthur Hobli, Bangalore-560071,Main: +91-08028077000 Fax:+91-8041520030
Dell.com





To: T.DURGA MADHURI

Congratulations, you are being offered a Fulltime role with Dell Technologies!

We are pleased to inform that you have been selected and shortlisted for the role of **Analyst, Services Project/Program Management** at **I5** Grade.

You will be based out of **Bangalore** location.

Your cost to company will be INR **280000** per annum.

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Kindly confirm your acceptance to enable us to consider your candidature.

Feel free to reach out to us for any additional information. We look forward to hearing back from you very soon!

Best Regards,

Savneet Shergill
Senior Director - Talent Acquisition
Dell Technologies

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Ruchitha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear K.Bhavitha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
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This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Sreelekha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
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Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Ashwini,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
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Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Mounika,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

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2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.



PRIVATE AND CONFIDENTIAL

08-Jun-2022

Gyara Sangeetha

Dear Sangeetha,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994

Regd. Office : ICICI Bank Tower
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

PRIVATE AND CONFIDENTIAL

08-Jun-2022

Gyara Sangeetha

Dear Sangeetha,

We are pleased to make you an offer of appointment as S1 grade in ICICI Bank. You will be placed in PHONE BANKING-SERVICE at HYDERABAD - GACHIBOWLI_RO.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- a) You shall be required to join the Bank on or before 20-Jun-2022.
- b) You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- c) On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit, which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
 - Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
 - a) Any breach of the conditions mentioned in this letter on your part
 - b) Any incorrect information furnished by you like:
 - Mismatch in your previous employment data even for a day
 - Mismatch in your previous pay slip
 - Fake qualification certificates etc; and
 - c) Suppression of any material information by you.
 - d) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

: 4:

- **General:**

- Your appointment and continuation in employment are subject to reference checks, qualifications and past employment details and successful completion of your course-graduation/post-graduation and submission certificates/ marksheets at the time of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

RAJNISH SINHA

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant

Annexure:

Remuneration:

- Your Base Salary will be Rs. 96,000/- (Rupees Ninety Six Thousand only) per annum.
- You will be eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 85,008/- (Rupees Eighty Five Thousand Eight only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, Telephone Reimbursement, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 48,000/- (Rupees Forty Eight Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 14,400/- (Rupees Fourteen Thousand Four Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/-(Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.
- You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (Photocopies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
 - a. Resignation accepted letter from current organisation
 - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : Sangeetha

 Position: **S1**

Group: OPERATIONS GROUP

	S1	
	Monthly	Annual
Basic	8,000	96,000
HRA	4,000	48,000
Supplementary Allowance *	7,084	85,008
Superannuation Allowance	1,200	14,400
Total	20,284	2,43,408
Retirals		
Retirals (PF, Gratuity) ***	2,466	29,592
Total Fixed	22,750	2,73,000
Performance Linked Retention Pay #	2,167	26,004
Total CTC	24,917	2,99,004
* Supplementary allowance will include HRA, Additional HRA, Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance		
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.		
# Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.		

Date: 08-Jun-2022



PRIVATE AND CONFIDENTIAL

08-Jun-2022

Methari Sandya

Dear Sandya,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter.

Please quote your reference number, which is appearing on the top of this letter for all future correspondence.

In case you have any queries please feel free to contact at the below mentioned details:

E-Mail Address : icicicareers@icicibank.com

Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

ICICI Bank Limited
ICICI Bank Towers
Bandra-Kurla Complex
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CIN.: L65190GJ1994

Regd. Office : ICICI Bank Tower
Near Chakli Circle,
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Vadodara 390 007, India.

08-Jun-2022

Methari SandyaDear

Sandya,

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Commencement/Term:

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- b) You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- c) On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
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- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

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- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
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- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
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: 4:

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Yours sincerely,

RAJNISH SINHA

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Signature of Applicant

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Signature of Applicant

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 - a. Resignation accepted letter from current organisation
 - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : Sandya Ramya

 Position: **S1**

Group: OPERATIONS GROUP

	S1	
	Monthly	Annual
Basic	8,000	96,000
HRA	4,000	48,000
Supplementary Allowance *	7,084	85,008
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Retirals (PF, Gratuity) ***	2,466	29,592
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# Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.		

Date: 08-Jun-2022



PRIVATE AND CONFIDENTIAL

08-Jun-2022

Rasthapuram Ramya

Dear Rasthapuram,

We take great pleasure in extending an offer to you for being a part of ICICI Bank.

Please find enclosed the job offer letter.

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Telephone No. : 022-71872500

Yours sincerely,

ICICI Bank HR Team

ICICI Bank Limited
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Bandra-Kurla Complex
Mumbai 400 051, India.

Tel.: (91-22) 2653 1414
Fax: (91-22) 2653 1122
Website www.icicibank.com
CIN.: L65190GJ1994

Regd. Office : ICICI Bank Tower
Near Chakli Circle,
Old Padra Road,
Vadodara 390 007, India.

08-Jun-2022

Rasthapuram Ramya

Dear Rasthapuram,

We are pleased to make you an offer of appointment as S1 grade in ICICI Bank. You will be placed in PHONE BANKING-SERVICE at HYDERABAD - GACHIBOWLI_RO.

The details of your remuneration and benefits are given in Annexure.

The following are the terms and conditions of the appointment.

Commencement/Term:

- a) You shall be required to join the Bank on or before 20-Jun-2022.
- b) You will be on probation for a period of one year or such extended period as may be decided by the Bank based on your performance during the probation period.
- c) On satisfactory completion of your probation period, including that of extended period, if any, you will be confirmed in the services of the Bank in writing.

Other Terms and Conditions of Service:

- **Professional Ethics & Confidentiality:** While you are in the services of the Bank, you are not permitted to carry on any business or profession or enter, for any part of your time, in any capacity, the services of, or be employed by or engaged with any other firm, company or person. You will devote your whole time and attention to your office work to promote the interest of the Bank. You will not divulge details like your compensation structure (CTC), performance rating, performance bonus amount, increment, etc. and will not divulge to any person or utilize any of the Bank's secrets or other related information (which you may possess by reason of your association with the Bank) with any external agencies, press etc. outside the Bank. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- **IT Security Practice & Procedures:** While you are in the services of the Bank, you will adhere to the IT Security Practice & Procedures as prescribed by ICICI Bank. Any instance/s of violation or any attempted violation of the aforesaid IT Security Practices and Procedures on your part shall result in disciplinary action.

- **Notice Period:** In case you decide to leave the Bank's services during probation period or after confirmation, you will be required to give thirty days' notice. The Bank in its sole discretion can decide to waive off/reduce the notice period depending upon the exigencies. In such case, you would be required to pay to the Bank the gross salary for the notice period so reduced/waived off.

After confirmation, your services would be liable to be terminated by the Bank, by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period.

- **Transfer:** The Bank shall have the right to transfer/depute you to any of its offices or ICICI group companies in India and abroad.
- **Joining Competitor:** In the event of termination of your services by the Bank or your resignation from the services of the Bank, you shall not join any Banking or Financial Services Company for a period of six months from the date of resignation/termination.
- Please note that during the course of your services with the Bank or in the event of cessation of your services in future, due to any reason whatsoever, you shall, for a period of six months from the date of such cessation, directly or indirectly, either on your own accord or on behalf or in conjunction with any other person/s, firm or company refrain/desist from canvassing or soliciting or attempting to or inducing any employee(s)/business associate(s) to leave their current employment with the Bank/Group Companies/Business Partners to join the services of your new employer/firm/company or any other competitor of the Bank/Group Companies/Business Partners. Any act in contravention of the above provision shall entail initiation of appropriate action as deemed fit by the Bank.
- Please note that during the course of your services with the Bank you cannot be a member of any anti-social/national outfits or of any outfit, which is declared as banned by the Government. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.

- Please note that while joining the services of the Bank and during the course of your services with the Bank, you would be required to notify the Bank immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice /prosecution with/by any Police Station or by any statutory authority, as also you will notify any outcome of such complaint like filing of Chargesheet /Arrest/Conviction/Acquittal/Discharge. Any act in breach of this term would entail initiation of appropriate action as deemed fit by the Bank.
- The Bank expects resolution of issue/s relating to your employment, if any, within the framework internally, at all times during your service period and even after cessation of service due to any reason whatsoever. As such please note that any attempt to bring any outside influence - directly or indirectly - upon any authority to further your interest/s in respect of matters pertaining to your services with the Bank would amount to breach of employment contract leading to initiation of appropriate action.
- Please note that during the course of your services with the Bank, you will not take part in any demonstration/agitation against the Bank and its official/s for or on behalf of any external bodies/political outfits- either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Bank leading to initiation of appropriate action.
- **Termination of Employment:** Your services with the Bank are liable to be terminated:
 - Without assigning any reason and without giving any notice during probation period and after confirmation by giving thirty days' notice or on payment of thirty days' gross salary in lieu of the notice period and at any time during your services with the Bank in the event of
 - a) Any breach of the conditions mentioned in this letter on your part
 - b) Any incorrect information furnished by you like:
 - Mismatch in your previous employment data even for a day
 - Mismatch in your previous pay slip
 - Fake qualification certificates etc; and
 - c) Suppression of any material information by you.
 - d) Any breach of the Rules and Regulations of the Bank as applicable/may be made applicable to you from time to time.

: 4:

- **General:**

- Your appointment and continuation in employment are subject to reference checks, qualifications and past employment details and successful completion of your course-graduation/post-graduation and submission certificates/ marksheets at the time of joining.
- You will be bound by the Rules and Regulations of the Bank.
- You will keep us informed of any change in your residential address.

If you are agreeable to the above mentioned terms and conditions, please intimate your acceptance to us by returning a copy of this letter, duly signed by you, within seven days of receipt. In case no confirmation is received within the above-mentioned period the appointment letter shall be deemed to have been withdrawn.

Yours sincerely,

RAJNISH SINHA

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Signature of Applicant

Annexure:

Remuneration:

- Your Base Salary will be Rs. 96,000/- (Rupees Ninety Six Thousand only) per annum.
- You will eligible for the Performance Linked Retention Pay, as per the policy of the Bank. Please note that there is no guaranteed performance bonus, subject to however provisions of the Payment of Bonus Act 1965, wherever applicable. The performance linked Retention pay would be payable to an employee only if the employee on the day of payout is on the rolls of the bank and he/she has not resigned and / or is serving notice period.

Supplementary Allowances:

- You will be eligible for a Supplementary Allowance of Rs. 85,008/- (Rupees Eighty Five Thousand Eight only) per annum. Supplementary allowance will include –Conveyance / Travel Allowance, Telephone Reimbursement, LTA, Medical Reimbursement, Canteen and any other allowance. All the components of supplementary allowance are subject to limits and rules prescribed by Income tax act and policies of the bank.
- You will be eligible for HRA of Rs. 48,000/- (Rupees Forty Eight Thousand only) per annum.
- The composition of supplementary allowance can be decided once in a year. The unexercised amount of the supplementary allowance will be paid to the employee subject to deduction of tax at source.

Superannuation Allowances:

- You will be eligible for a Superannuation Allowance of Rs. 14,400/- (Rupees Fourteen Thousand Four Hundred only) per annum.

Benefits:

- Comprehensive Mediclaim Coverage for you and your immediate family up to Rs.400,000/-(Rupees Four Lakh only) per annum. Your immediate family includes yourself, your spouse and dependent children.
- You will also be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.
- The salary and perquisites including supplementary allowance are subject to limits and rules prescribed by the Income Tax Act / Rules and policies of the Company.
- Maternity leave benefits as defined under the Maternity Benefit (Amendment) Act, 2017 are offered to eligible women employees by the Bank. Details of all types of leaves including the Maternity leave benefits offered to employees and eligibility criteria for availing such benefits are notified by the Bank under “Employee Benefit Policies” available on the Bank’s intranet which will be accessible upon joining the Bank.

Signature of Applicant

JOINING FORMALITIES

The process to join the Bank is by way of completing the online joining formalities. You are required to complete the online joining formalities within 5 days from the date of accepting offer letter. Please note that completion of online joining formalities is a mandatory process.

The login credentials are provided below:

URL: <https://www.icicicareers.com/Careers/CP/CandidateLogin.aspx>

Username: Registered email id or Applicant id

Password: Which has been already communicated to you through registered email id. In case, you do not remember the password, please use “forgot password “option to generate a new password.

Following documents (Photocopies) are required to be uploaded:

- 1) Self-attested copies of educational certificates and marksheets (Xth/XIIth/ Graduation/ Post graduation)
- 2) Work Experience Document
 - a. Resignation accepted letter from current organisation
 - b. Relieving letter from two previous employers or companies worked in last five years whichever is higher
- 3) Passport size Photograph (against Red background)
- 4) Address proof (Passport/Voter id/Ration card)
- 5) PAN Card

Please note that you are required to attend Induction program (I-Banker) on your date of joining. You shall be communicated about the date, time and venue for induction program (I-Banker) by your Recruitment Manager.

Remuneration Details

Name : Rasthapuram Ramya

 Position: **S1**

Group: OPERATIONS GROUP

	S1	
	Monthly	Annual
Basic	8,000	96,000
HRA	4,000	48,000
Supplementary Allowance *	7,084	85,008
Superannuation Allowance	1,200	14,400
Total	20,284	2,43,408
Retirals		
Retirals (PF, Gratuity) ***	2,466	29,592
Total Fixed	22,750	2,73,000
Performance Linked Retention Pay #	2,167	26,004
Total CTC	24,917	2,99,004
* Supplementary allowance will include HRA, Additional HRA, Conveyance / Travel allowance, LTA, Medical, Canteen and any other allowance		
*** You will be eligible for Retirement Benefits of the Bank; namely Provident Fund and Gratuity, in accordance with the statutory requirements and/or, as per Bank policy.		
# Please note that there is no guaranteed performance linked retention pay, subject to however provisions of the payment of Bonus Act 1965, wherever applicable.		

Date: 08-Jun-2022



Infosys Limited
Special Economic Zone, Unit - Unit1
Survey No. 50(pt) Pocharam Village
Singapore Township Post Office
Ghatkesar Mandal, Rangareddy (Dist)
Hyderabad 500 088, India
www.infosys.com

Date: 08/01/2022

Dear E.Divya,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of 'Software Engineer' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.26,275 per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

The terms & conditions of our Offer of Employment to you are as follows:

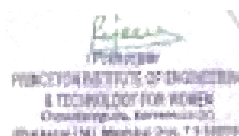
01. Date of Commencement of Employment:

Your employment with the Company shall commence on **July 30 , 2022**.

02. Location:

Your current location of employment shall be **Hyderabad(SEZ), India**. However, please note that the Company reserves the right to transfer its employees to any unit(s) / department(s) or office(s) of the Company or of its Affiliates and/or the office of the Company's customer ("Work Location"), other than the one an employee was initially hired to work for.

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.





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www.infosys.com

Date: 08/01/2022

Dear M.Supriya,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of 'Software Engineer' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.26,275 per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

The terms & conditions of our Offer of Employment to you are as follows:

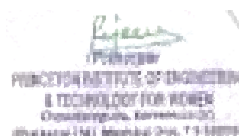
01. Date of Commencement of Employment:

Your employment with the Company shall commence on **July 30 , 2022**.

02. Location:

Your current location of employment shall be **Hyderabad(SEZ), India**. However, please note that the Company reserves the right to transfer its employees to any unit(s) / department(s) or office(s) of the Company or of its Affiliates and/or the office of the Company's customer ("Work Location"), other than the one an employee was initially hired to work for.

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Date: 08/01/2022

Dear SK.Rezwana,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of 'Software Engineer' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.26,275 per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

The terms & conditions of our Offer of Employment to you are as follows:

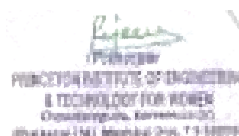
01. Date of Commencement of Employment:

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02. Location:

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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.





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Hyderabad 500 088, India
www.infosys.com

Date: 08/01/2022

Dear T.Sandhya Rani,

Subject: Offer of Employment

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of 'Software Engineer' with Infosys (the "Company") Your Role Designation will be **Junior Associate Consultant**.

Your location of reporting is **Hyderabad(SEZ), India** and the scheduled date of your joining the Company is **July 30 2022**

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be Rs.26,275 per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your job band and personal band within the Company.

The terms & conditions of our Offer of Employment to you are as follows:

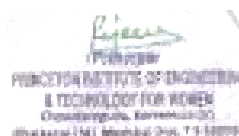
01. Date of Commencement of Employment:

Your employment with the Company shall commence on **July 30 , 2022**.

02. Location:

Your current location of employment shall be **Hyderabad(SEZ), India**. However, please note that the Company reserves the right to transfer its employees to any unit(s) / department(s) or office(s) of the Company or of its Affiliates and/or the office of the Company's customer ("Work Location"), other than the one an employee was initially hired to work for.

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.



Date: 10th January, 2022

Subject - Offer of Appointment

Dear **CH.Pavithra**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	CH.Pavithra	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

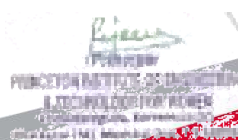
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.



iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **Ganji LaxmiPrasanna**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	Ganji LaxmiPrasanna	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY.....(A)		223823
TOTAL VARIABLE PAY (TVP).....(B)		24869
ADDITIONAL BENEFITS(C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **K.Swathi**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: **PS00551100@TechMahindra.com**)

For Tech Mahindra Limited



Suchitra Kerkar

Global Head – Human Resource

Encl: Annexure-A (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	K.Swathi	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS		Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)		67147
HRA (@70% OF BASIC)		47003
TRANSPORT ALLOWANCE		12000
BONUS / STATUTORY BONUS		13429
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8058
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)		7574
PERSONAL PAY		68612
TOTAL FIXED PAY (A)		223823
TOTAL VARIABLE PAY (TVP)..... (B)		24869
ADDITIONAL BENEFITS (C)		10513
GRATUITY		3230
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7283
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		259205

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	Slipped disc
<input type="checkbox"/> 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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,
I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Date: 10th January, 2022

Subject - Offer of Appointment

Dear **Thanda Akhila,**

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred And five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **10th January, 2022** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **10th January, 2022**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: PS00551100@TechMahindra.com)

For Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	Thanda Akhila	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
COMPONENTS	Per Annum (All figures in Indian Rupees)	
BASIC (@30% OF TOTAL FIXED PAY)	67147	
HRA (@70% OF BASIC)	47003	
TRANSPORT ALLOWANCE	12000	
BONUS / STATUTORY BONUS	13429	
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	8058	
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)	7574	
PERSONAL PAY	68612	
TOTAL FIXED PAY.....(A)	223823	
TOTAL VARIABLE PAY (TVP).....(B)	24869	
ADDITIONAL BENEFITS(C)	10513	
GRATUITY	3230	
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7283	
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)	259205	

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

i) *Transport Allowance:

- Applicable, only if company transport is not availed.

ii) **Payment of Bonus: The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iii) *Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

iv) Insurance:

- a) Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self+spouse+upto 2 children) will be **Rs. 2 lakhs**.
- c) Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

Notes:

- a)** Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b)** Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c)** The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**



**Suchitra Kerkar
Global Head – Human Resource**

Accepted by :

**Location :
Date :**

Annexure – B

1) Employment Agreement

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) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) 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 Section 3.

e) 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.

f) 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 disfavor to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) 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.
- b) 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.
- c) 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.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, 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

- (a) Either party can terminate this employment by serving a notice of **60** 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.
- (b) 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.
- (c) 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(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) 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.
- (e) 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(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) 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(a)** herein above on the grounds of misrepresentation of facts.

- (g) 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(a)** 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.
- (h) 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 miss-stated 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 fore with terminate your employment as per the procedure mentioned in **Clause 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.
- (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 Policy on Prevention of Sexual Harassment 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 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.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

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 arising 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.

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 (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 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 – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :

Date :

Place :

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
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?			
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)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	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)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, alongwith 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Xth Certificate & mark sheets
 - XIIth 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) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank 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.
- (g) 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.
- (h) 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 acknowledgement as issued by the authorities.

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.

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 :

Annexure - F - 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

Annexure – G

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 Section 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.

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 Section 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 pendent 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 Section 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 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(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 two year 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 Paragraph 14 for the liquidated damages specified in Paragraph 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 jurisdiction.

10. Severability: Each paragraph 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.

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 Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20__

Signature

Name of Candidate

For and on Behalf Of
Tech Mahindra Limited



Suchitra Kerkar
Global Head – Human Resource

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: _____

Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview), I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.
I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Ms. CH.Manasa
 Princeton Institute of Engineering and Technology for Women
 Hyderabad
 Telangana
 India

Dear CH.Manasa,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
 in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

CH.Manasa

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : CH.Manasa		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.
 **Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
 Chief People Officer & Global Head of Human Resource

CH.Manasa

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. CH.Manasa,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

1. The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
2. Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
3. On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
4. H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
5. Company's performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
6. Based on your tier, Individual & Company weightages will differ, as given in the table below:

	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

7. Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
8. People rated as low performers will not be eligible for any payouts for that assessment period.
9. The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
10. Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
11. Team member is expected to be actively employed as on the payout date to be eligible for annual payout.
12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.
13. If you are joining after 15th September in H1 or after 15th March in H2, then you will be eligible to receive the performance incentive in the succeeding variable pay cycle.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

CH.Manasa

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

CH.Manasa

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

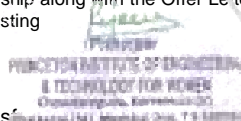
Ms. CH.Manasa,
Princeton Institute of Engineering and Technology for Women

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.
3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.
4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.
5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.
6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. **Duties:**

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

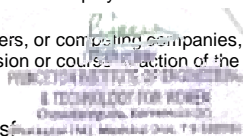
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as a condition of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
- b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
- c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
- d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
- e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
- 31. Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
- 32. Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
 - a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

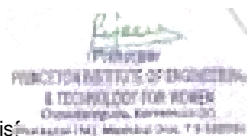
- 33. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
- 34. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
- 35. Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
- 36. Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

- 37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
- 38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
- 39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
- 40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
- 41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
- 42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources



Ms. Mekala Manasa
 Princeton Institute of Engineering and Technology for Women
 Hyderabad
 Telangana
 India

Dear Mekala Manasa,

Thank you for your keen interest in Virtusa Consulting Services Pvt Ltd, India. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable.

1. Job : **Associate Engineer-Technology**
2. Tier : **Tier 4**

Your date of joining would be **March 22, 2022**.

You will be based at Virtusa's **Chennai** office. You will be on probation from your date of joining for a period of twelve months. You will continue to do so until the company confirms your services, in writing, based on your conduct and performance during this period meeting the standards of the Company. You would need to serve a notice period of two months during probation and three months on or after confirmation, in occasion of resignation from the services.

Your Total Remuneration will be **Rs.400,000.00/- per annum** as per **Annexure-I**.

A summary explanation of the List of Benefits and the Basket of Allowances that can be chosen by you is attached. The Basket of Allowances feature gives you flexibility in structuring your compensation in a manner best suited to you.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned or representative on or before **March 22, 2022**.

The Employee Service Agreement is also attached to this offer letter. You may read and sign the agreement and send it back to us along with your confirmation of the offer letter. Upon joining, you shall be signing 'Employee Non-Disclosure Agreement' and other compliance related agreements with us.

Please note that the offer is valid subject to successful completion of your Background Verification.

Sincerely
for Virtusa Consulting Services Pvt Ltd, India,

I hereby accept employment on the terms set forth
 in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource

Mekala Manasa

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : Mekala Manasa		
DESIGNATION : Associate Engineer-Technology		
TIER : Tier 4		
	Per Month (in ₹)	Per Annum (in ₹)
Base Components (A)		
Basic	10,500.00	126,000.00
HRA	5,250.00	63,000.00
Basket of Allowances (B)		
Leave Travel Assistance*	0.00	0.00
Phone & Internet Reimbursement	0.00	0.00
Advance Statutory Bonus**	1,500.00	18,000.00
Special Allowance	11,778.00	141,339.00
Food Reimbursement	0.00	0.00
Retirement Benefits (C)		

PF - Company's Contribution	1,800.00	21,600.00
Gratuity**	505.00	6,061.00
Fixed Compensation (A + B + C)	31,333.00	376,000.00
Variable Compensation (at 100%) Refer Annexure II for details	2,000.00	24,000.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	33,333.00	400,000.00

*LTA Can be opted for monthly or annual payment without the tax benefit or can be claimed once in two years to avail tax benefits as per the Income Tax regulations of Govt. of India.
 **Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India.

for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
 Chief People Officer & Global Head of Human Resource
 Manasa

Mekala

Annexure-II

PERFORMANCE BASED PAYOUT (Variable Compensation)

Dear Ms. Mekala Manasa,

You will earn the Performance Incentive based on your Individual Performance, Company Performance and Personal Utilization as per the guidelines below:

- The entire financial year is split to two halves which is H1 (1st Apr to 30th Sep) and H2 (1st Oct to 31st Mar).
- Your Individual Performance will be measured through the Performance (MBO) Score card which you would set with your Reporting Manager on a half yearly basis.
- On joining you are required to complete setting your MBO along with your Manager no later than two weeks from the date of your joining.
- H1 payout will be based on the Mid- Year assessment results of the individual while H2 Payout will be on Yearly assessment.
- Company' s performance of first half of the year will be applied for H1 payouts while company's performance of the second half of the year will be applied for H2 payouts.
- Based on your tier, Individual & Company weightages will differ, as given in the table below:

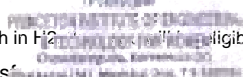
	2D Approach	
	Individual	Company
2 in 1 box	70%	30%
Tier 0	60%	40%
Tier 1	70%	30%
Tier 2	80%	20%
Tier 3 & 4	100%	NA*

2 in 1 box are specific leaders playing roles such as account managers, client partner, segment heads, practice heads, etc. Please check with your manager if you would be playing 2 in 1 box role.

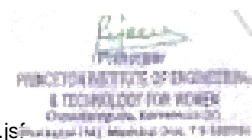
- Personal Utilization will be the first criteria to determine your payout eligibility. Please refer to PU Policy & Guidelines on the internal policy portal for more details.
- People rated as low performers will not be eligible for any payouts for that assessment period.
- The payout would be made as per the timelines mentioned in Variable Payout guidelines for the respective H1 & H2 cycles, as applicable, based on the date of joining.
- Mid-year rating will be used to arrive at the H1 variable pay (bonus) due amount and Year- end rating will be used to arrive at H2 variable pay (bonus) due amount.
- Team member is expected to be actively employed as on the payout date to be eligible for annual payout.

12. You would be eligible to receive Performance Incentive for the period only if you are on the rolls of the company as on the date of disbursement.

13. If you are joining after 15th September in H1 or after 15th March in H2, you will not be eligible to receive the performance incentive in the



succeeding variable pay cycle.



for Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer and Global Head of Human Resource

Mekala Manasa

ANNEXURE-III

SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and a maximum of five immediate dependents for Hospitalization as per the policy for an amount of **Rs.200,000/-**. Details would be made available on joining.

Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time for GPA& 1.5 times for GTL of the CTC with a minimum Cover of INR 15 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B)

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth **₹ 10,000/-** as a gesture of goodwill. Details would be made available on joining.

For Virtusa Consulting Services Pvt Ltd, India,



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resource
Manasa

Mekala

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

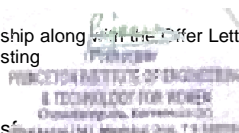
Ms. Mekala Manasa,
Princeton Institute of Engineering and Technology for Women

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **Virtusa Consulting Services Pvt Ltd, India, Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, ("the Company")** and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting



1. **Designation and Employment:** The designation of the Employee shall be "**Associate Engineer-Technology**" his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.
- (f) The submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment; provided however the Employee shall submit the Employee's final marks card and final degree certificate of the highest degree that the Employee is currently pursuing, within 90 days of joining the services of the Company ("Pre-Probation Period"). Notwithstanding anything to the contrary under this Agreement (including under Section 30), the Company may in its sole discretion and without any liability whatsoever, terminate this Agreement and the employment of the Employee immediately upon written notice to the Employee at any time during the aforementioned Pre-Probation Period. In the event the Employee has not submitted the final marks card and/or final degree certificate on or before the completion of the Pre-Probation Period, then the Employee's employment and this Agreement shall be deemed to be automatically terminated (without any liability to the Company) upon completion of the Pre-Probation Period, unless the Company in its sole discretion specifically provides an extension to the Employee in writing. For avoidance of doubt, in the event of any such early termination of employment or this Agreement, the Company will not be liable to the Employee for any claims, liabilities, salary, benefits, damages, losses, costs, payments or expenses etc. of any nature whatsoever.

2. **Commencement of Employment:** The commencement of the employment of the Employee with the Company shall be from **March 22, 2022** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Sy No. 115/Part, Plot No. 10, Nanakramguda Village, Serilingampally Mandal, R.R Dist, Hyderabad-500008, INDIA. Although, the Employee's initial place of work is at **Chennai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.

3. **Probation Period:** The Employee's services will be on probation for an initial period of twelve (12) months from his / her date of reporting and joining the Company, which may be extended by another six (6) months at the sole discretion of the Management. At the conclusion of the initial probation period or the extended period as the case may be, the Company will have the absolute right and discretion to confirm the employment of the employee in the Company based upon his/her performance during the probation period. The Company may, in its discretion, in appropriate cases waive the probation period in part or in full depending on the performance of the Employee.

4. **Remuneration:** In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.

5. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.

6. **Service Rules and Regulations:** During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

7. **Duties:**

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned here in above, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General Duties:

The Employee shall during the continuance of his/ her employment

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
 - ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;
 - iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formula, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.
 - iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement.
8. **Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, business, trade or profession or any other business activity directly or indirectly

related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

9. Inventions and Intellectual Property:

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

10. **Returning Company Property:** At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

11. Notification:

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

12. **Conflict of Interest Guidelines:** The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

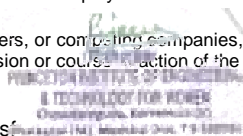
a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

d. Initiating or approving any form of personal or social harassment of employees.

e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.



- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

13. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.
14. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
15. **Enhancement of professional skills::** During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.
16. **Professional Ethics:** The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
17. **Internet and E-mail usage:**The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
18. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.
19. **Information Security Management System (ISMS):** The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.
20. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.
21. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.
22. **Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".
23. **Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
24. **Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.
25. **Performance:** The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.
26. **Employee Non-Disclosure Agreement:** The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.
27. **Confidentiality of Salary Information:** The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.
28. **Deputation:** While remaining permanently employed at **Chennai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final
29. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee, and as a condition of employment with the

Company. However, in the event the employee becomes eligible under a stock option plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

30. Termination of Employment:

- a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving **90 (Ninety) days** written notice (notice period) or **three** months gross salary in lieu of such notice period to you.
 - b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.
 - c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving **three** months' notice or paying **three** months basic salary in lieu of such written notice once the employee is confirmed. However, the notice period will be two months during the probation period of the employee.
 - d. For the purposes of this clause:
 1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.
 2. In case the Employee intends to terminate his employment in the Company as stated to in clause 27(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
 3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.
 4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.
 5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of **three** months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.
 - e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:
 1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and
 2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
 3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.
 4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.
 5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.
- 31. Absenteeism without Notice:** Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.
- 32. Non - Solicitation & Competition:** The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:
- a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
 - c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
 - d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any such agreement either written or oral in conflict herewith

- 33. Representations:** The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.
- 34. Veracity of Information Provided:** The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.
- 35. Legal Advice:** It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.
- 36. Reference:** Any reference to the masculine gender will also include the feminine gender; and any reference to the singular will also include the plural, wherever applicable.

37. **Liquidation:** If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.
38. **Dispute Resolution:** In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Chennai and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration
39. **Governing Laws:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.
40. **Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
41. **Survival:** Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.
42. **Waiver:** No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Authorized Official Signature



Sundararajan Narayanan
Chief People Officer & Global Head of Human Resources



Offer Letter

Name: JARPULA SAMATHA
Date: Wednesday, March 21, 2022

Dear Ms. **JARPULA SAMATHA,**

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

- Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.
- Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.
- Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).
- Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

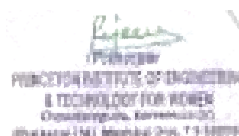
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: MADUPU AKHILA

Date: Wednesday, March 21, 2022

Dear Ms. **MADUPU AKHILA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited (“**Company**”), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

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2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

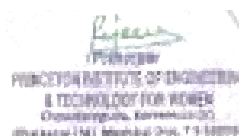
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Offer Letter

Name: OMMI BHARGAVI

Date: Wednesday, March 21, 2022

Dear Ms. **OMMI BHARGAVI**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. Date of Joining & Work Location: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022** . Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Term: The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. Offer of permanent position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

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The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

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- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

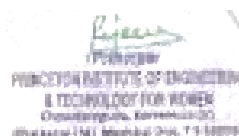
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.





Offer Letter

Name: SALA HARITHA

Date: Wednesday, March 21, 2022

Dear Ms. **SALA HARITHA**,

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment with Think and Learn Private Limited ("**Company**"), on the following terms and conditions:

1. **Date of Joining & Work Location:** Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Saturday, August 13, 2022**. Your work location would be **Warangal / Bangalore** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. **Term:** The term of this Agreement would be for a period of 2 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 11 of this Agreement.

3. **Background Check:** The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

4. **Offer of permanent position:** It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be

done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales or 8 LPA (5 LPA fixed + 3 LPA variable) for the role of BDA - Inside Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

5. Department, Designation & Reporting Manager:

Department : Business Development (51000000)
Designation : Business Development Trainee - Sales
Reporting Manager : Aakash Kapoor (TNL21818299)
Role Location : Warangal / Bangalore
BDT Training Location : Byjus - Bangalore

The two months training will be conducted out of BDT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location.

6. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your 2 months training period.

7. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

8. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

9. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

10. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

11. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 4 days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

12. Termination: Subject to Clause 2, your services may be terminated in the following manner:

- a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.
- b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door

and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

13. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

14. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

15. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

16. General Provisions:

- a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.
- b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.
- i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j. All disputes arising herein shall be governed by the laws of India and the jurisdiction

to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. 3 Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

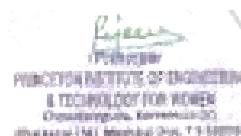
Think & Learn Pvt. Ltd.

Human Resource

Accept Job Offer by signing below

Signature:

This is system generated offer letter and does not require authorized signature.



Date: 12-Jan-2022

Personal & Confidential

B.MOUNIKA

Offer of employment

Dear B.MOUNIKA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of B.MOUNIKA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

G. SNEHALATHA

Offer of employment

Dear G. SNEHALATHA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of G. SNEHALATHA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
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Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
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Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

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** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

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 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

M.NIVEDITHA

Offer of employment

Dear M.NIVEDITHA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of M.NIVEDITHA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

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Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

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21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

S.SINDHUJA

Offer of employment

Dear S.SINDHUJA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of S.SINDHUJA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

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Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

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17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

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21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

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27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

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Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

Date: 12-Jan-2022

Personal & Confidential

S.NISHITHA

Offer of employment

Dear S.NISHITHA,

At Cyient we strive to provide comprehensive solutions that help our clients achieve their operational and business goals.

We are poised to take flight and enter a whole new trajectory of growth and delighted to offer you the position of Software Engineer (BAND B as per our internal levels), to join Cyient (referred to as Cyient or the Company) in this journey.

This offer is subject to your acceptance of the attached terms and conditions, please mail your acceptance of this offer to initiate the on-boarding process

Total Compensation(Including Deferred Bonus) : INR 3,30,000 /- per annum.

Start date: On or before 18-Jan-2022

Place of Work: Hyderabad, Madhapur
Address: Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad- 500081
Telangana

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need any clarification, please contact Snehith ram Pappu from the Campus Connect Team at Snehithram.Pappu@cyient.com.

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Annexures:

- 1) Compensation Structure Details (if applicable)
- 2) Instructions for onboarding
- 3) Terms and conditions

Internal Reference: JR-028218

Annexure - 1
Compensation Structure of S.NISHITHA, Software Engineer (BAND B)

Monthly Components	Monthly	Annualized
Basic Pay	12,600	1,51,200
HRA	5,430	65,160
Advance Bonus*	2,600	31,200
Gross Monthly Salary	20,630	2,47,560
Statutory Components		
Company's contribution to ESI (3.25% of Gross Pay)		7,028
Company's contribution to PF(12% of Basic)		18,144
Gratuity(@ 4.81% of Basic pa, on completion of 5 yrs)		7,273
Cost to the Company**		2,80,000

Deferred bonus - On successful completion of probation, you will be eligible to receive a bonus of INR 1,00,000/-Rupees One lakh rupees only) which will be paid in equal installments(i.e. 50,000 INR) on completion of 1st year & 2nd year at Cyient. You will need to be active as on the date of payout to be eligible to receive the amount. Associates serving notice period will not be eligible to receive the deferred bonus. This will be taxable as per IT rules.

Note: The Deferred bonus of INR 50,000/- will be added to total compensation in the merit cycle which falls after completion of 2 years with Cyient.

Gross compensation per annum(Including Deferred Bonus) : ₹3,30,000 (Rupees Three Lakh Thirty Thousand Only).

* Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the payout will be adjusted towards Statutory bonus payable

** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.

For Cyient Ltd.



Soumya Pola

Senior Manager - HR

Internal Reference: JR-028218

A) List of documents to be carried for on-boarding formalities:

Please note that you must carry One set of photo copies of each of the documents mentioned below and bring the originals along with you for verification on your date of joining.

- Educational Documents(As applicable)
 - 10th Standard Mark Sheet
 - 12th Standard Mark Sheet
 - UG/Diploma Degree Certificate/Provisional and Mark Sheets
 - PG Degree Certificate/Provisional and Mark Sheets
- Previous Employer Documents (As applicable)
 - Relieving Letter/Resignation Acceptance Letter
 - Last three months Pay Slip
 - Relieving Letters or Experience Letters from All Previous Employers
- ID Proof
 - Aadhar Card (2 photocopies)
 - PAN Card (2 photocopies)
 - Passport
- Four Passport size photographs(Recent)
- A fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)
 - You are required to submit UAN from the Employee Provident Fund Organization (EPFO).
 - If you are not having UAN, you may generate the UAN through EPFO Portal.
 - Refer UAN generation process link, provided in the joining formalities form.

Other Details:

Contact Person: PhaniKumar Daivam / Prathibha

For Cyient Ltd.



Soumya Pola
Senior Manager - HR

Internal Reference: JR-028218

Terms and conditions

1. Compensation

As detailed in Annexure 1

2. Education Qualification

This offer of training and subsequent employment to you is made based on the premise that you have acquired the desired qualification with 60% marks. If you are awaiting the results as on the date of joining and do not complete the qualification subsequently with the above percentage, this offer stands cancelled.

3. Training Investment Cost recovery

It is agreed that you will be with company for not less than **12 months** from the date of joining. During this period, you shall not leave, abandon, or resign from the training/employment of the company. Liquidated damages for breach of this condition will be recovered as the training investment cost of Rs.75,000/- (**Seventy Five thousand Rupees Only**). You need to execute an agreement on a non-judicial stamp paper to this effect.

4. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies, or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time-to-time. Disobedience of such orders of the Company will be construed as grave misconduct and may lead to punitive action.

5. Code of Business conduct

You will be governed by the Code of Business Conduct as is in force from time-to-time.

6. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently.

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these policies of the company and the amended terms and conditions automatically.

7. Shifts

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it.

8. Training

You will be on training for a period of **Six Months** from the date of joining. On successful completion of Training you will be placed in probation for a period of 6 months and you shall continue to be on probation unless confirmed in writing by the company.

9. Exclusivity

Your position is a whole time employment with the company and you shall devote yourself exclusively to the business of the company. You shall not take up any other work for remuneration or work on advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without permission in writing from the management. You shall not join in any employment OR accept any employment OR join the employment with the customer/s of Cyient Limited with whom you worked during the course of your employment or within 12 months from the time of leaving the employment with Cyient Limited.

Employee's Signature

10. Leave

You will be governed by the Cyient leave policy that is in force from time-to-time.

11. Medical Examination

The company reserves its right to have you undergo medical examination from time-to-time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

12. Dress Code

While at work you are a brand ambassador for Cyient and it is important to therefore dress the part. Please ensure you align with our Dress Code Policy and dress in Business Formals on Weekdays and especially during any customer visits or presentations. Business Informal is permitted on Friday.

13. Performance Review

Your performance shall be reviewed periodically as per the Performance Assessment and Career Enhancement Policy operational in the company. Performance reviews may or may not result in compensation reviews.

14. Compensation Reviews

Compensation reviews shall be purely based on each associate's profile, contributions, competencies, role, potential to shoulder higher responsibilities, and internal and external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered an impropriety and may lead to punitive action.

15. Declarations & Information

This offer of employment is made based on the information furnished by you regarding your personal data, education qualification and experience. If any information furnished by you proves to be false or willfully suppressed, this employment is liable to be terminated.

16. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and it's subsidiaries, customers and all stakeholders confidential. Please execute the Employee's Non-Disclosure Agreement as stipulated by the company at the time of joining.

17. Non-solicitation:

During the term of employment, and for a period of one (1) year immediately thereafter, you agree not to solicit any employee, or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

18. Termination of contract

Either party can terminate this contract of employment without giving any reasons thereof subject to applicable clauses.

Employee's Signature

19. Period of Notice for termination of contract of employment by the Employee

You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. The Company may at its sole discretion relieve you from such date even before the expiry of the notice period by waiving the remainder of the notice period without any compensation or salary for such remainder of the notice period.

20. Period of Notice for termination of contract of employment by the company.

The Company shall have the right to terminate your employment at any time by giving 60 days prior notice. However, company reserves the right to pay basic salary in lieu of the notice period and terminate the contract with immediate effect.

21. Recovery towards shortfall of period of notice.

You are required to give minimum period of notice in writing as **per Clause No 19**. However, the Company reserves the right to relieve you before the expiry of the notice period on payment or recovery, as the case may be, of proportionate basic salary towards shortfall of period of notice.

22. Dismissal.

Company reserves the right to dismiss you without any notice or payment in lieu of notice in the event of misconduct which constitutes a breach of integrity under the Company's Code of Business Conduct.

23. Voluntary Abandonment

Should you not report to duty for more than 9 consecutive days without prior sanction of leave from your superior, it will be construed that you have voluntarily abandoned the services of the company and your name shall be deleted from the muster rolls thereof.

24. Surrender of Company assets and Exit Process.

Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information in soft or hard form which are in your possession by virtue of your employment before separation from the Company.

25. Travel

You may be required to undertake travel on behalf of the Company work and will be paid travel expenses as per the applicable travel policy for the same.

26. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation or secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad.

27. Contact information

Please keep the company informed of your postal address, telephone number, fax, email, or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

Employee's Signature

28. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

29. Back Ground Verification

Acceptance of this offer also confirms your consent to Cyient Limited to carry out necessary back ground checks on Education, Previous Employment and felony records.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Retirement

You shall retire from the services of the Company automatically on attaining the age of 60 years.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature

Place:

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Pravalika,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Kasturi,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER



Date: 13/12/2021

Dear Mamatha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Manisha,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.

OFFER LETTER

GENPACT

INTELLIGENT ENTERPRISES POWERED BY PROCESS

Date: 13/12/2021

Dear Shivaleela,

With reference to your application and subsequent interview with us, we are pleased to offer your services for the position of PHP Developer for three months of training period with stipend of Rs. 18000/- CTC per month. We would expect you to report on 17/07/2022.

You are requested to bring attested copies along with the original certificates at the time of joining,

1. 3 Passport Size photographs
2. All Relevant Copies of Educational Certificates along with Originals.
3. Residence Proof (1.Passport/2.Ele. Bill/3.Tele. Bill)
4. Physical fitness Certificate (Fitness, Vision, Blood group)

This letter is subject to receipt of satisfactory references.

Mr.Ravinder,
HR Executive,
GENPACT.



Letter Confirmation of Job Offer

Date:20/01/2022

Dear A.Sanjeeva,

We are pleased to offer you the position of sales executive at **Rubitech Global Solutions Pvt Ltd.**

Your job will commence on (completing graduation) and your starting salary will be 1.8Lpa To 2.4Lpa

We high ring for one of Vender **HDFC Company.**

Please report to HR Jahnavi on (10 May 2022) prior to your commencement of employment. You will be required to complete necessary payroll and personnel forms and your benefits package will be explained to you in detail. Additionally, we require every employee of **Rubitech Global Solutions Pvt Ltd** to complete the enclosed Confirmation of At-Will Employment Form and sign a standard Employment Agreement and Non-Competition and Confidentiality Agreement prior to your actual start date.

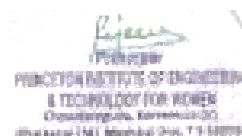
We look forward to your arrival at **Rubitech Global Solutions Pvt Ltd.**

If you have any questions of comments, please call me immediately.

Very truly yours,

HR Professional

Ms. Jahnavi





Letter Confirmation of Job Offer

Date:20/01/2022

Dear M.Prasanna,

We are pleased to offer you the position of sales executive at **Rubitech Global Solutions Pvt Ltd.**

Your job will commence on (completing graduation) and your starting salary will be 1.8Lpa To 2.4Lpa

We high ring for one of Vender **HDFC Company.**

Please report to HR Jahnavi on (10 May 2022) prior to your commencement of employment. You will be required to complete necessary payroll and personnel forms and your benefits package will be explained to you in detail. Additionally, we require every employee of **Rubitech Global Solutions Pvt Ltd** to complete the enclosed Confirmation of At-Will Employment Form and sign a standard Employment Agreement and Non-Competition and Confidentiality Agreement prior to your actual start date.

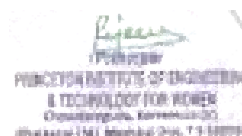
We look forward to your arrival at **Rubitech Global Solutions Pvt Ltd.**

If you have any questions of comments, please call me immediately.

Very truly yours,

HR Professional

Ms. Jahnavi





Letter Confirmation of Job Offer

Date:20/01/2022

Dear P.Navya,

We are pleased to offer you the position of sales executive at **Rubitech Global Solutions Pvt Ltd.**

Your job will commence on (completing graduation) and your starting salary will be 1.8Lpa To 2.4Lpa

We high ring for one of Vender **HDFC Company.**

Please report to HR Jahnavi on (10 May 2022) prior to your commencement of employment. You will be required to complete necessary payroll and personnel forms and your benefits package will be explained to you in detail. Additionally, we require every employee of **Rubitech Global Solutions Pvt Ltd** to complete the enclosed Confirmation of At-Will Employment Form and sign a standard Employment Agreement and Non-Competition and Confidentiality Agreement prior to your actual start date.

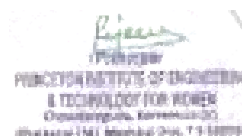
We look forward to your arrival at **Rubitech Global Solutions Pvt Ltd.**

If you have any questions of comments, please call me immediately.

Very truly yours,

HR Professional

Ms. Jahnavi





Letter Confirmation of Job Offer

Date:20/01/2022

Dear V.Mounika

We are pleased to offer you the position of sales executive at **Rubitech Global Solutions Pvt Ltd.**

Your job will commence on (completing graduation) and your starting salary will be 1.8Lpa To 2.4Lpa

We high ring for one of Vender **HDFC Company.**

Please report to HR Jahnavi on (10 May 2022) prior to your commencement of employment. You will be required to complete necessary payroll and personnel forms and your benefits package will be explained to you in detail. Additionally, we require every employee of **Rubitech Global Solutions Pvt Ltd** to complete the enclosed Confirmation of At-Will Employment Form and sign a standard Employment Agreement and Non-Competition and Confidentiality Agreement prior to your actual start date.

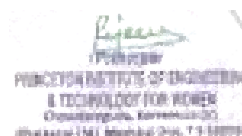
We look forward to your arrival at **Rubitech Global Solutions Pvt Ltd.**

If you have any questions of comments, please call me immediately.

Very truly yours,

HR Professional

Ms. Jahnavi





Letter Confirmation of Job Offer

Date:20/01/2022

Dear V.Shirisha

We are pleased to offer you the position of sales executive at **Rubitech Global Solutions Pvt Ltd.**

Your job will commence on (completing graduation) and your starting salary will be 1.8Lpa To 2.4Lpa

We high ring for one of Vender **HDFC Company.**

Please report to HR Jahnavi on (10 May 2022) prior to your commencement of employment. You will be required to complete necessary payroll and personnel forms and your benefits package will be explained to you in detail. Additionally, we require every employee of **Rubitech Global Solutions Pvt Ltd** to complete the enclosed Confirmation of At-Will Employment Form and sign a standard Employment Agreement and Non-Competition and Confidentiality Agreement prior to your actual start date.

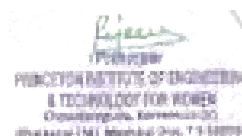
We look forward to your arrival at **Rubitech Global Solutions Pvt Ltd.**

If you have any questions of comments, please call me immediately.

Very truly yours,

HR Professional

Ms. Jahnavi



PRIVATE & CONFIDENTIAL

Ms.G.Rajitha

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **G.Rajitha**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **G.Rajitha** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.M.Akhila

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **M.Akhila**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **M.Akhila** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

I have read, understood and accept the position and terms and conditions of employment offered. The following documents have been attached for your records or shall be provided to the Company on_____.

- Copy of Educational Certificates & PAN Card
- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.S.Shravani

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **S.Shravani**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

We would like to share with you some Company standard practices and policies, to familiarize with the organization:

1. **Probation:** You will initially be on probation for a period of three (3) months from the actual date of your joining. Your Employment status will be deemed confirmed in the regular service of the Company unless stated otherwise after the probation period. During the probation period, your services are liable to be dispensed with at any time by the Company giving you written notice of Thirty (30) Days and after the completion of your probation period it will be a notice of sixty (60) days, or by payment of base salary in lieu of notice. However, in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect with or without prior notice.
2. **Taxation:** The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws.
3. **Location and Transfer:** While your primary location is based out of Hyderabad, the Company may, in its business interests, transfer you to any of its other offices in India on such terms and conditions as are applicable at the date of transfer. You are also liable to be deputized to any work or assigned the work of any Associate/Sister Concerns, Subsidiaries or any other Firms with whom the company may make such arrangement or agreement
4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

5. **Whole time service/employment:** You, being in whole time service/employment of the Company, shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course of study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company and shall not undertake any work other than what has been assigned to you. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior permission of the Company and shall not accept any emoluments, commission or honoraria whatsoever from any one.
6. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m., or other periods specified by the Company from time-to-time, with a lunch break of 30 mins, Monday to Friday in each week. There is no entitlement to overtime payment. You will behave and conduct yourself in an orderly and dignified manner and shall not remain absent from the place of work without the prior permission of your supervisor.
7. Your employment is subject to your being medically and mentally fit at all times.
8. You will not at any time disclose or divulge except under legal obligation, any matter pertaining to the Company's affairs or that of a confidential nature which may come to your notice during the course of employment.
9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
10. 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", disloyalty, commission of any act involving moral turpitude, any act of indiscipline, inefficiency or one that lowers performance as compared to other employees of your category would be sufficient justification for the termination of your services.
11. Similarly, if in the opinion of the Company, you are negligent or ineffective in the performance of your duties or are found to be otherwise unreliable or of un-sober habits or immoral conduct or should you willfully disobey orders or be guilty of any misconduct as provided under the law; after giving an opportunity to explain yourself, your services may be terminated without notice or payment in lieu.
12. Please note that you have been appointed on the basis of your education and experience mentioned by you in your Application/Personal Data Form. In case the facts mentioned therein are found at any time to be incorrect, it will result in the termination of your employment, without any notice or salary in lieu thereof.

13. You shall inform in writing to the Company any change of address within a week from the change of the same; failing which any communication sent to you at your last recorded address shall be deemed to have been served on you.
14. In case of any dispute of any kind arising out of your employment or breach of contract, local Courts at the place of your last posting alone will have the jurisdiction in the matter.
15. This offer is also contingent on your signing and accepting the Employee Agreement and Personal Data Consent documents.
16. In case the above terms and conditions expressly mentioned are acceptable to you, please return the duplicate copy of this letter, duly signed in token of having understood and accepted the same. This letter will not be valid if your acceptance is not received by us within ten days of the receipt of this letter.
17. **Acceptance of our Offer:** You shall join latest by **August 3rd 2022** (or whichever date that you will be available subsequent to your final exams). Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter within five (5) working days from date of receiving this letter, otherwise this offer shall be deemed withdrawn, unless it has been extended in writing by an authorized executive of the Company.

Dear **S.Shravani** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

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- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL

Ms.B.Rajeshwari

Apr 30th, 2022

Princeton Institute of Engineering and
Technology for Women
Telangana.

Letter of Appointment

Dear **B.Rajeshwari**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

Your competencies, skills and knowledge are an asset to us and will help build UnoCareer as a world leader in enriching the careers of candidates.

Salary: Your compensation is targeted at a "Total Earning Opportunity" of **INR 2,40,000/- (Rupees Two Lakhs and forty thousand Only) per annum.**

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4. **Termination:** We hope your association with the company will be a very long one. However, if you or the Company decides otherwise, the appointment may be terminated, as per the notice period days or on payment of base salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice if it has reasonable grounds to believe that you are

guilty of misconduct or negligence, or have committed any breach of the terms and conditions of this offer. Termination of your employment under this sub-paragraph shall be without prejudice to:

The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for seven days or more; Going on or abetting a strike in contravention of any law; or causing damage to the property of the Company.

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9. The duties and responsibilities entrusted to you have been fully set out by your manager and this may be subject to change from time to time according to the business needs.
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Dear **B.Rajeshwari** ,

UnoCareer congratulates you on being selected in our campus placement drive and wishes you a very successful career!

For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
Acceptance**

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- PAN Number

Signature:

Date:

Name:

PRIVATE & CONFIDENTIAL**Ms.P.Hemalatha**Apr 30th, 2022Princeton Institute of Engineering and
Technology for Women
Telangana.**Letter of Appointment**Dear **P.Hemalatha**,

We are pleased to confirm that you have been selected as a **Software Development Engineer** During the selection process held at Princeton Institute of Engineering and Technology for Women on Mar 5, 2022. Welcome to the UnoCareer family. Here is your chance to dream, discover, design, deliver and be a part of a team that has set out to make a positive difference to the lives of young talent in India.

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Dear **P.Hemalatha** ,

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For UnoCareer Services Private Limited



Rao Raparla
(Co-Founder)

**Ms. Student
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