



**Ref: TCSL/CT20213758674/1603038/Pune**

**Date: 05 August 2022**

MS. AKANKSHA BHASKAR PUJARI  
514,Pujarimala ,Punewadi Parner Road,  
Parner, Ahemednagar,  
MAHARASHTRA-414302.

**Sub: Joining Letter**

Dear Ms. Akanksha Bhaskar Pujari,

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

We are pleased to inform you that your joining date at TCSL will be **29th August 2022** , your training location is **Trivandrum** and your work location is **Pune** .This has been provided considering your preference and business requirements.

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

Kindly report at the address shared below by **08:00 AM** on the date mentioned above.

Tata Consultancy Services Ltd.  
Peepul Park,Technopark Campus,  
Kariyavattom P.O.,  
Trivandrum, Kerala-695581.

(Route map of the training location can be viewed on TCS NextStep>> ILP Corner>>ILP Centres)

Contact Person: Mr. Sajish R  
Phone: 914716629400  
Email Id: sajish.r@tcs.com  
(Contact Hours: Monday - Friday, 9 AM to 6 PM)

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



## TCS Xperience Program

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

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

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

Based on your performance and number of attempts to clear the TCS Xplore Program, you are eligible for both Readiness Incentive of **INR40000** and Competency Incentive of **INR20000**. Your incentive will be given along with your salary.

### Note :

- *If you do not join the organization on the specified date, you will be eligible only for Competency incentive and not for the Readiness incentive.*
- *Readiness incentive will not be given if a request for re-joining is initiated by you. :*
- *You need to serve minimum tenure (12 months from the date of joining) with the organization. If you do not serve the minimum tenure mentioned above, the incentives provided will be recovered.*

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

Accommodation will be arranged by TCSL at the training location of TCS Xperience Program and any expenses towards the same would be deducted from your HRA. Details of the accommodation will be sent to you in a separate mail before your program start date. Travel expenses to the location of TCS Xperience Program will not be reimbursed.

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



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

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

Gear up to experience the future!!

Warm regards,

**Janardhan S**  
**Global Head - Talent Development**  
**TCS Human Resources**



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



**Warm Welcome**

**19 July 2022**

**Name: Chandrashekhar Ambure**

Applicant ID: **5084**

Mailing Address: **amburechandrashekhar@gmail.com**

**Sub: Letter of Appointment**

Dear **Chandrashekhar**,

We are pleased to make an offer of employment on behalf of Sasken Technologies Limited (formerly known as Sasken Communication Technologies Ltd) (hereinafter referred to as '**Sasken**' or the '**Company**' as the context may require), on the following terms and conditions:

**Designation: ASSOCIATE SOFTWARE ENGINEER**

**Band: GT**

**Date of Joining: 16 August 2022**

**Location: Pune**

You will be reporting to **V Madhusudana D Rao**

**Total Compensation:** Your Total Compensation will be Rs. **510,187.00** per annum. The salary structure is described in the Salary Stack Up Sheet (**Annexure-1**). For the relocation benefits you are entitled to refer Annexure-2.

Your individual remuneration is a confidential matter purely between yourself and the company and has been arrived at based on the role/job, skill specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

**Other Benefits:** You will be eligible for the following:

1. Leave, holidays and working hours as applicable to your category of employees and location of posting.
2. Perquisites, if any, as applicable to your category of employees and/ or based on functional requirements as determined by the company
3. Group Medical Insurance coverage, Group Personal Accident and Life Insurance coverage. Sasken encourages all employees to opt for Sasken Mediclaim Policy mandatorily. We also encourage employees to ensure that they have their immediate family covered under the policy. Employees may be allowed to opt out of the insurance cover for themselves, if they provide proof of their coverage in other Mediclaim Insurance Policy or as per the Medical Insurance policy conditions. The Insurance premium may vary each year and will be communicated to the employees during the renewal of the policy.
4. Participate in the company Provident Fund Scheme as per the rules and policies applicable to your category of employees.



## Terms of Employment

**Working Hours:** Being a result-oriented company, we believe in flexible timings. The working hours is as per Company policies. However, the company expects every employee to put in minimum of 8.5 work hours per day (excluding lunch break). In case you are at customer location, you are expected to follow the customer work schedule and you may be required to work for 6 days a week or more than 42.5 hours a week, which will not be additionally compensated. You may be required to work on shifts based on customer requirements.

**Place of Work:** At Sasken, the execution of the project can be at any of the Sasken facilities or at Client location. You will be required to work at any location as determined by the Company from time to time and you consent for the same.

**Increment and Promotions:** Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are ordinarily given as per the Company Salary Revision cycle.

**Retirement Age:** You shall retire in the normal course from your services of the company on attaining the age of superannuation that is on the last working day of the financial year following your 60th birthday or earlier if you are found to be medically unfit.

**Termination / Notice Period:** We hope your association with us will be a very long one. However, this association may be terminated by either party by giving two months' notice. However, in the event of wilful neglect of your duties, breach of trust, gross indiscipline, any other serious dereliction of duties or other misconduct that may be prejudicial to the interests of the company, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever. Sasken reserves the right to pay or recover salary in lieu of notice period from your full and final settlement amount and you consent for the same. Unauthorized absence or absence without permission from duty for a continuous period of 5 working days, shall result in the loss of your lien on employment. In such case, the Company shall be entitled to terminate your employment forthwith. Without prejudice to the generality of the foregoing the Company reserves the right to demand a "No Claim statement" at the time of separation as a condition precedent to close your full and final settlement.

**Travel:** You are liable to undertake travel on company work for which you will be reimbursed travel expenses as per prevailing Company policy applicable to you.

**Assignment/Transfer:** You are liable to be assigned/transferred in such capacity as the company may from time to time determine to any other location within or outside India, department, function, establishment, or branch of the company or subsidiary, associate or affiliate company, either in existence or which may come into existence. In such cases you will be governed by the terms and conditions of service applicable to the new assignment. Notwithstanding any assignment/transfer to any branch, subsidiary or affiliate, the Company shall have the right to recover any of its dues from the salary payable to you by any of its branch, subsidiary or affiliate and you consent for the same. In cases where the assignments are made to customer projects, you consent to honour the commitment made to the customer project for a minimum period of six months unless otherwise specified by Sasken.

Pursuant to any business arrangement, including but not limited to, a sale of assets, merger, takeover, acquisition, or hive-off, the Company may also transfer you onto the rolls of another entity and you consent for such transfer.

**Medical Fitness:** By accepting this offer there is an implicit confirmation by you that you are medically fit to effectively perform the job for which you are employed or for any other assignment that may be given to you from time to time. You may be called upon, to undergo medical examinations, as the management may deem necessary. In the event the examination reveals any ailment including any physical or mental impairment that (i) prevents or hinders you from performing your assignment effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to discharge your services with immediate effect, without any compensation or notice.

**Conflict Of Interests:** You are required to engage yourself exclusively in the work assigned by Sasken and shall not undertake any independent or individual assignments (whether the same is Part time or full time, in an advisory capacity or otherwise)



directly or indirectly, with or without compensation, without the express written consent of the Sasken Management. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at the discretion of the Company.

**Confidentiality:** Upon reporting to work, you will be required to execute a Confidentiality Agreement in favour of the Company and/or its customers (the 'Confidentiality Agreement'). You hereby unconditionally undertake not to use the confidential information of the Company and /or its customers, at any time and your confidentiality obligations shall survive termination/cessation of your employment with the Company. In the event of breach by you of this confidentiality provision and/or the provisions of the Confidentiality Agreement, while in the services of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you.

Further you shall not, during the employment, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and shall not bring onto the premises of Company, its affiliates or parent company or utilize for any purpose in connection with their respective business, any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. In the event of breach, you shall be solely responsible for any claims from your previous or former employer and further undertakes to defend, fully indemnify and hold harmless the Company its affiliates and subsidiaries from all or any claims demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, fines, judgments, settlements, expenses (including attorneys' fees) and costs (collectively, "Claims"), that may be asserted against or incurred by the Company its affiliates and subsidiaries.

As an employee you will have access to the confidential information of the Company and to the valuable trade and business connections belonging to the Company, which are essential to the continued success of the Company. The disclosure of any such confidential information or exploitation of such trade or business connection otherwise than to the benefit of the Company would do serious damage, financial and otherwise to its business. Therefore you shall not without the prior written consent of the Company during your period of employment and for a period of two years after the exit, whether alone or jointly with, or as principal, partner, agent, director, employee, or as consultant, directly or indirectly be engaged in any executive or technical capacity in any business concern which shall be in competition with any of the businesses carried on by the Company as on the date of exit, for whatever reason.

**Compliance with Data Protection Laws:** As an employee you must ensure compliance with the Data Protection Laws when handling personal data in the course of employment including personal data relating to any employee, consultant, customer, client, supplier or agent of Sasken. As an employee you will also comply with the Sasken's IT Corporate Policy and other communication policies while handling personal data.

In case of failure to comply with the Data Protection Laws or any of the policies listed above the same may be dealt with under our disciplinary procedure of Sasken and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

"Data Protection Laws" means data protection and privacy laws, regulations, regulatory requirements and codes of practice and code of data protection and privacy policy of Sasken in connection with its data processing obligations or which may otherwise apply, including laws applicable in the country or countries where personal data is collected, held or processed, including the Data Protection Directive and Directive 2002/58/EC and 95/46/ EC (and respective local implementing laws) and the Privacy and Electronic Communications Directive 2002/58/EC, regulations issued by the USA Department of Health and Human Services, and any applicable guidelines and codes issued by a competent data protection authority, or other competent governmental body or agency, in respect of such laws, or any subsequent directives.

**Non - Solicitation:** During the period of employment and for a period of two (2) years after the date of termination of your employment with the Company, you shall not either directly or indirectly, either alone or in association with others (i) Solicit, or encourage any organization and/or any third party to Solicit, any customers and suppliers of the Company or its affiliates and subsidiaries; (ii) Hire for employment, or engage as an independent contractor or permit any organization to Hire for employment, any person who is in employment of the Company or its affiliates and subsidiaries.



The term “**Solicit**” shall mean, but is not limited to any request or appeal made directly or indirectly, either oral or written, or any endeavour to obtain, seek or plead for business or securing a promise of business or an attempt to advertise, promote, sell, distribute products or services or issuance of an offer for products or services, submission of a quotation or request for any favours of commercial value addressed to any customers and suppliers of Sasken, which may directly or indirectly result in interfering with the business relationship of the Company or its affiliates and subsidiaries with its customer and suppliers.

The term “**Hire**” shall mean, but is not limited to a request or appeal or an attempt to offer or to offer an opportunity for employment or contractual work directly or indirectly, with or without wages to any employees of the Company or its affiliates and subsidiaries.

**Non Disparagement:** You undertake to refrain from making any negative or disparaging statements (orally or in writing) about Sasken or its stockholders, directors, officers, employees, products, services or business practices, at any point of time for any publication in the print media, internet, blog or in any other media and shall further refrain from urging or influencing any person to make any such statement or engage in any conduct, which goes against the interest of Sasken, in any manner. This covenant shall survive & continue in perpetuity and shall be binding on the Employee, at all times.

**Intellectual Property Ownership:** You hereby agree that any idea, invention, design or discovery, and any intellectual property rights arising there from, whether conceived or made by you alone or with others, during the employment (whether during the course of your normal duties or other duties specifically assigned to you and whether during normal working hours or using the facilities of the Company or otherwise) which relate to the business of the Company or not, are the property of the Company and you hereby assign any such rights which originally vest in you to the Company and unconditionally and irrevocably waive all moral rights in the same.

If you conceive or make or are involved in developing any such idea, invention, design or discovery and any intellectual property rights arising there from, you will immediately disclose all information concerning the same to the Company (but otherwise keep the same confidential) and at the Company’s request assign (and do everything necessary to assist in the assignment of) your intellectual property rights in the same in any jurisdiction worldwide to the Company without receiving payment. You hereby agree to enter into a detailed intellectual property assignment agreement, with Company and/or its Customers, when requested by Company.

**Company Property:** You are expected to use the Company property including tools, software, hardware, laptops office and other equipment with due care and diligence. You may be liable to compensate the Company for any loss or damage the Company may incur as a result of damage or destruction to the Company property arising out of your negligence or misconduct.

Upon termination of the employment for any reason, you shall immediately return to the Company all property, including, but not limited to, laptops, documents, papers, records, accounts, specifications, catalogues, drawings, lists, correspondence, keys, visiting cards, security passes or the like relating to the Company’s business which is in your possession or under control and you must not take copies of the same without the Company’s express written authority.

**Personal Data:** You will keep us informed of any change in your residential address, your e-mail address for correspondence, your civil status, and educational professional qualification. In the event of any change in the data or information provided by you at the time of joining the company, you will immediately update all such information in the online employee information sheet so as to keep all records updated and accurate at all times. Any notice required to be given to you shall be deemed to have been duly and properly served if delivered to you personally or sent by registered post to you at your address, as recorded with the Company. Sasken takes all reasonable security measures to protect the Personal Information of their employees against loss, misuse or unauthorized access, disclosure, alteration or destruction.

**Statement of Facts:** It must be specifically understood that this offer is made based on your proficiency on the 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, any information furnished by you in your application or during the selection



process is found to be incorrect/false/ misleading, and/or if it is found that you have suppressed any material information in respect of your qualification or past experience, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company reserves the right to terminate your services anytime without notice or compensation in lieu thereof.

You covenant that as at the date of joining Company you will not be under any obligation, restriction or duty, whether express or implied, to any third party which might or will adversely affect your ability to enter into this employment or which might or will prevent or restrict you wholly or in part, from performing the duties herein.

**Recovery:** The Company shall be entitled to require you to execute a Service Agreement undertaking to serve the Company for a minimum stipulated period, in the event that the Company is desirous of imparting to you any specialized training relevant to your employment with the Company and you consent for the same. In such a case, you shall be entitled to terminate your employment with the Company only on the completion of the stipulated service period agreed to and provided therein or you shall repay to the Company, a pre-determined amount covering all the costs paid to you or on your behalf on this training. Refusal of attending or receiving such training shall be a misconduct. In the event of failure to pay the pre- determined amount, the Company shall be entitled to adjust the same from your full & final settlement and you consent for the same. If the full & final settlement amount is not sufficient to recover the pre- determined amount, the Company may at its sole discretion initiate appropriate legal proceedings for recovery of the balance amount.

**Communication on Salary Revision:** Any communication on salary and benefits, present or future, will be valid only if communicated by the designated persons from HR. In this regard, no other communication made by reporting manager, functional head or any other managers will be considered valid and binding on the Company.

**Background verification:** This offer is valid subject to Background verification clearance. However, in the event of discrepancy in the information provided, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever.

**Equal Opportunity Employer:** Sasken is committed to being an equal opportunity employer that will provide equitable access to all in terms of employment opportunities, career advancement and compensation and benefits without any discrimination based on factors such as gender, sexual orientation, nationality, religion, and disability among others. Equity, justice and fairness will be the guiding principles governing every decision related to the Company policies. You are responsible for upholding the spirit of the policies, embracing commitment to our foundational values IRISE, and business values LEAP. You pledge to act in a manner that ensures compliance and avoids violations.

**Policies and Practices:** The employment terms contained in this letter are not exhaustive and are subject to Company policies including Sasken Code of Conduct and Sasken NDA. You agree to abide by all the Company rules, regulations, instructions, policies, practices and procedures that the Company may amend / abrogate / modify/rescind from time to time and to identify the Company for any loss suffered as a consequence of a breach by you of the Company's rules, regulations, instructions, policies, practices and procedures. All Company policies, practices and procedures are available on Company's intranet and the same shall override any oral or written communication made by any employee.

You acknowledge and agree that any written communication made by any employee that deviates from policies practices and procedures published on Company's intranet shall not be binding on the Company, unless such written communication is counter signed by HR Head or any members of the Governing Council. You are advised and instructed to go through the policies and strictly adhere to them. Violation, Noncompliance or breach of any of the Company policies and regulations shall be considered as serious misconduct and dereliction of duty, which can call for immediate termination of employment.

Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provision of this agreement shall continue in full force and effect.





**SASKEN**

**Order of precedence:** This employment / offer letter represents the entire agreement between you and the Company and supersedes and replaces any prior representations, promises, understandings, communications or agreements, whether oral or written, between you and the Company regarding the subject matter described in this offer letter, including any offer letter earlier issued by the Company to you. This letter agreement may only be changed, altered, modified or amended in a written document signed by you and a duly authorized signatory of the Company.

To indicate your acceptance of the company's offer please sign and date the duplicate of this Offer letter and send to [offers@sasken.com](mailto:offers@sasken.com) of Talent Acquisition-Team at the earliest.

You are required to report to the Sasken office address at 9.00 am on the date of your joining, and the offer stands withdrawn thereafter, unless the reporting date is extended and communicated to you in writing. Please ensure that you reach the office at the designated time for the joining formalities. At the time of joining, you are requested to submit the documents as per Annexure 3.

We hope that our association will be a long, fruitful and mutually satisfactory one.

Yours sincerely,  
For **Sasken Technologies Limited**.

Digitally signed by

Date: 19 July 2022  
Location: Bangalore



**SASKEN**

I acknowledge that I have carefully read and fully understood and accept all the contents of this Offer letter and that I am voluntarily & unconditionally accepting the same. I understand that I am required to sign this Offer letter as a condition of my employment with Sasken.

My joining date will be: 16 August 2022

Mailing address: Domkhel road, opp. Rasoni college wagholi, pune

Permanent Address: Domkhel road, opp. Rasoni college wagholi, pune

Signature:

Date:

**Enclosures:**

Annexure 1- Salary Stack Up Sheet; Annexure 2 – Relocation Benefits; Annexure 3 – Joining Formalities



**SASKEN**

**Annexure 1**

**SALARY STACK UP SHEET**

<b>Name: Chandrashekhar Ambure</b>	
<b>Salary Stack Up Sheet For GT</b>	
<b>Compensation Structure</b>	<b>Amount in INR</b>
<b>A.Fixed Pay</b>	<b>450,000.00</b>
<b>A1. Basic</b>	<b>211,884.00</b>
<b>A2. Flexible Benefits Pay</b>	<b>212,689.00</b>
<b>A3. Statutory Bonus</b>	<b>0.00</b>
<b>A4. Employer Contribution of PF</b>	<b>25,427.00</b>
<b>B.Variable Pay</b>	<b>50,000.00</b>
<b>C.Gratitude</b>	<b>10,187.00</b>
<b>D. CTC (= A+B+C)</b>	<b>510,187.00</b>

Note: Variable Pay-out will be based on the Company Variable Pay Plan policy.



# SASKEN

## Compensation Structure (Take home)

Chandrashekhar Ambure

Components of Salary	Value in INR	
	Monthly	Annum

Earnings		
	Monthly	Annum
<b>BAND</b>		
<b>VPP %</b>	<b>10.00</b>	
<b>Gross</b>	37,500.00	450,000.00
<b>I. EARNINGS</b>		
A. Basic	17,657.00	211,884.00
B. Flexible Benefit Pay		
i. House Rent Allowance		
ii. Conveyance Allowance		
iii. Medical Expenses Reimbursement		
iv. Leave Travel Allowance		
v. Children Education Allowance		
vi. Children Hostel Allowance		
vii. Refreshment Allowance		
viii. Hospitalization Reimbursement		
ix. Other Allowance		
x. Superannuation employer (Max 15% of monthly gross)		
	17,725.00	212,689.00
C. Statutory Bonus	0.00	0.00
D. Company Contribution of PF	2,119.00	25,427.00
<b>F. Fixed pay (A+B+C+D)</b>	<b>37,500.00</b>	<b>450,000.00</b>
<b>G. Variable pay</b>	<b>4,166.67</b>	<b>50,000.00</b>
<b>H. Total Salary (F+G)</b>	<b>41,666.67</b>	<b>500,000.00</b>
I. Gratuity	849.00	10,187.00
<b>K. CTC (H+I)</b>	<b>42,516.00</b>	<b>510,187.00</b>
<b>II. STANDARD DEDUCTION</b>		
L. Employee contribution of PF	2,119.00	25,427.00
M. Professional Tax	200.00	2,400.00
N. Total deduction (L+M)	2,319.00	27,827.00
<b>O. Net Pay before Tax((A+B+C) - N)</b>	<b>33,063.00</b>	<b>396,746.00</b>
Note:		
Net pay before tax mentioned subject to:		
1. Income Tax deduction.		
2. Professional tax varies from State to State		
3. Any other statutory deduction which is not mentioned above		



## Annexure 2

Dear **Chandrashekhar**,

Welcome to the Sasken Family.

In order to make your transit smooth, we offer the following benefits to help you and your family relocate from the current place of stay to Bangalore. You must claim reimbursement of these expenses within one month of your joining Sasken.

**Shifting of personal effects in case of intercity movements:** In case you are moving personal effects, the company will pay for its moving, on actuals subject to limits as per the Sasken Domestic Relocation Policy. This includes charges of Insurance, Packing, Loading, Unloading, and Unpacking. All bills in original have to be submitted for claiming the same.

**Reimbursement of Relocation expenses in case of intercity movements:** All the relocation expenses are one-time reimbursements. Hence once you have joined you can get these expenses reimbursed. You can do this by attaching a relocation reimbursement form to all the documents supporting your expenses, and getting it approved by your manager. You could then forward it to Finance through HR, to get a reimbursement.

**Assistance in Housing:** Brokerage charges up to fifteen days rent will be paid subject to the limits defined as per Sasken Domestic Relocation Policy. Sasken also provides an interest free housing security deposit loan. The loan will be recovered from your salary in 18 equal monthly instalments starting from the following month of the loan sanction.

**Notice Pay:** If Sasken has agreed 'at the time of selection' to reimburse the notice pay, the same will be reimbursed on production of a receipt from the previous employer.

Please note that all relocation reimbursement expenses will be considered as taxable income. This tax liability would be borne by the employee.

**If you leave the Company within one year of joining, you will have to refund the entire amount spent by the company in relocating you and your family as per the Domestic Relocation Policy of the company.**

For any further clarifications / doubts in this regard, please contact [offers@sasken.com](mailto:offers@sasken.com).

Yours cordially,  
For **Sasken Technologies Limited**

**Lata Bhat**  
Global Head - Talent Acquisition



### Annexure 3

#### JOINING FORMALITIES

19 July 2022

Dear Chandrashekhar,

Thanking you in anticipation for opting to join us and welcome to the Sasken family.

**Pre-joining Process:** We would require the following information from you fifteen days prior to your joining, to make your joining process as smooth as possible.

- Your actual date of joining
- If you are relocating and you need initial assistance for accommodation
- PAN details

At Sasken we encourage joining preferably on Monday but offer flexibility to join on all working days at 9.00 A.M.

Please use the checklist below, for all **MANDATORY** documents, which need to be produced on the day of your joining. **If you are without all your documents on the day of joining, we would be unable to continue with your joining formalities for that day,** you would need to return on the following joining schedule. We request you to inform us ahead of time of any issues pertaining to your joining or with respect to producing any of the required documents on the joining date. This will help us to plan accordingly.

**Note:** Please carry the original copies of all mandatory documents. The originals are required only for verification purpose and will be handed over back to you post verification.

1. Experience certificate from all the previous organizations
  2. Last three month pay slip (Most recent employment)
  3. Highest qualification degree certificate + All Semester marks sheet
  4. Copy of Passport (if you have)
  5. Copy of all visas including the expired ones (if you have)
  6. 2 Copies of Aadhaar
  7. 2 Copies of PAN Card
  8. Four passport size photos with white background ONLY
  9. Your blood group details
  10. Date of Birth of dependants (for medical policy)
  11. PF details
- Old PF account number
  - Address of the current organization with whom it is retained (if you intend to get your PF transferred).
  - PF account of the previous establishment (Is it with the Regional Provident Fund Commissioner or with a private trust. In case of private trust, please carry the name of the trust)



Looking forward to meeting you.

For any clarifications do get in touch with the signatory of this document.

Thanking You,

Yours Cordially,  
For **Sasken Technologies Limited**,

**Lata Bhat**  
**Global Head - Talent Acquisition**



## Annexure 4

### Condition of employment for Campus Hires

Welcome to the Sasken Family.

This offer of employment is valid subject to your successful completion of the qualifying degree in this academic year, scoring a minimum of 65% aggregate (or 6.5 CGPA) with no standing backlog in your graduation/post-graduation, Standard 12th (or Diploma) and Standard 10th. It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics. Sasken 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.

Date of joining provided in this offer is provisional. Exact date of your joining will be intimated to you after you provide us the marks card of all the semesters or/and the provisional degree certificate of the highest qualification for which you are offered this employment, and the marks card/certificate of Standard 10th and Standard 12th (or Diploma).

We look forward to your joining at Sasken. For any further clarifications / doubts in this regard, please contact [offers@sasken.com](mailto:offers@sasken.com).

Yours cordially,  
For **Sasken Technologies Limited**

**Lata Bhat**  
Global Head - Talent Acquisition



**EMPLOYMENT OFFER LETTER**

Capgemini Engineering Ref: 5587634/1429453,

07/15/2022,  
Dhanaji Uttam Pol.

Flat No 301, Balaji Apartment, Sanket Vihar lane no 12, Kalepadal, Hadapsar 411028 pune  
Pune, Maharashtra  
India.

**Confidential**

**Dear Dhanaji Uttam Pol,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Arcent Technologies (Holdings) Limited** ('Capgemini Engineering' or '**Company**') starting from **07/19/2022** (or such other date as may be communicated to you by the Company), as per details given below

A) Your current designation will be **Associate II/A5**.

B) You will be required to work at the Company's offices in **CGE\_Bangalore**.

C) You have to report by 8:30 am at **CGE\_Bangalore** office, for joining formalities and contact security at the main gate for your entry pass at:

Address  
#18/1, Outer Ring road, Panathur Post,  
Bangalore, India 560 103

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini Engineering & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Associate II

Total Cost to Company (CTC).

Rs.750,002.00

Monthly Components	Per Month	Annualized
Basic	Rs.21,548.00	Rs.258,576.00
House Rent Allowance	Rs.12,929.00	Rs.155,148.00
Other Allowances and Reimbursements – 1 #	Rs.14,656.00	Rs.175,872.00
Other Allowances and Reimbursements – 2 +	Rs.8,623.00	Rs.103,476.00
<b>Gross monthly salary</b>	<b>Rs.57,756.00</b>	<b>Rs.693,072.00</b>
<b>Statutory payments ++</b>		
Company's contribution to PF *	Rs.2,586.00	Rs.31,032.00
Gratuity (accrual only)		Rs.14,688.00
<b>Total Fixed Compensation</b>		<b>Rs.738,792.00</b>
<b>Total Cash Compensation</b>		<b>Rs.738,792.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
<b>Total Cost to Company</b>		<b>Rs. 750,002.00</b>

# You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

<b>Other Allowance &amp; Reimbursements - 1</b>	<b>Annualized</b>
Remote Working Allowance	<b>19,800.00</b>
Books and Journals	<b>24,000.00</b>
Professional Pursuit	<b>180,000.00</b>
Conveyance Allowance	<b>63,600.00</b>

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

<b>Other Allowance &amp; Reimbursements - 2</b>	<b>Annualized</b>
Leave Travel Assistance	<b>60,000.00</b>
Meal Card	<b>26,400.00</b>
Vehicle & Driver Reimbursement	<b>21,600.00</b>

**Note:**

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- \* Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Aricent Technologies (Holdings) Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

**NOTE:**

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.

2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:

- a. You will submit relevant documents as mandated by the Company.
- b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
- c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company.

d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.

e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.

f. You provide two satisfactory references, one being from your most recent employer (prior to joining Caggemini Engineering).

g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and

h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.

i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 09/17/2022(for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.

j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.

k. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini Engineering, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini Engineering values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Aricent Technologies (Holdings) Limited



**Chandra Reddy K**

**Managing Director**

**ER&D GBL India**

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Aricent Technologies (Holdings) Limited India.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

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Name: **Dhanaji Uttam Pol**

Date: **07/15/2022**

## EXHIBIT 1

### Terms & Conditions of Employment with Aricent Technologies (Holdings) Limited

#### **1. CURRENT WORK LOCATION:**

1.1 Aricent Technologies (Holdings) Limited ("**Capgemini Engineering**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

#### **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

#### **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

#### **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

#### **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini Engineering prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini Engineering entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini Engineering and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.



5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## **7. INTELLECTUAL PROPERTY:**

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Caggemini Engineering's policy with respect to Intellectual Property.

## **8. CONFLICT OF INTEREST:**

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## **9. RETIREMENT/TERMINATION:**

### a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

### b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.

- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

**c.) Effects of Cessation of Employment**

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

**10. LIMITATION OF LIABILITY AND INDEMNITY:**

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

**11. MISCELLANEOUS:**

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini Engineering, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini Engineering group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Delhi in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini Engineering. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Delhi only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

## CONSENT LETTER

### For use of Personal Information & Sensitive Personal Data or Information

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Aricent Technologies (Holdings) Limited having its registered office at 5, Jain Mandir Marg (Annexe), Connaught Place, New Delhi 110001, India, CIN:U72100DL2006PLC149728 (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
  - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
  - b) payroll processing agencies for processing my payroll (including reimbursement claims),
  - c) law enforcement agencies,
  - d) to comply with a judicial/quasi-judicial order,
  - e) auditor (including internal auditors, statutory auditors or Caggemini Engineering clients or their auditor) for the purpose of audit,
  - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
  - g) service providers providing services for biometric access to office premises for monitoring attendance,
  - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
  - a.) affiliates of the Company for administrative purposes and/or audit;
  - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Delhi shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:

Signature:

Date:

**ANNEXURE I (A)**

**Onboarding Documents**

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p><b>Current Employment( Immediate Previous)</b></p> <p>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><b>Previous Employment</b>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><b>Education Documents</b></p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><b>Proof of Identity/ Address</b></p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p><b>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</b></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops &amp; Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

## ANNEXURE I (B)

### Background Verification

#### Reference terms:

Capgemini Engineering adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini Engineering may initiate certain additional checks during your tenure in Capgemini Engineering and by accepting this offer you agree to undergo such additional checks when required. Capgemini Engineering will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet\*\*.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini Engineering HR department / email the same to the following email address [HRSSonboarding@capgemini.com](mailto:HRSSonboarding@capgemini.com) not later than 14 days of your joining\*\*\*

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

\*\*\*You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked\*\*\*\*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini Engineering reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini Engineering reserves to take disciplinary actions which inter alia includes termination from service without notice.

\*\*\*In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini Engineering may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Best Regards,  
Team HR

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Gunjan soni  
India

**Date:** August 26, 2021

Dear Gunjan soni,

It was a pleasure meeting you to explore a career opportunity for you with ITC Infotech India Limited. Based on our discussion, we are pleased to offer you the position of **Associate IT Consultant** for grade IS1

1. Your annual gross salary along with the break-up of salary is enclosed at the end.
2. You are required to join us on or before October 7, 2021 and the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.
3. You are requested to report at 9.30 AM to complete the joining formalities. Your initial place of posting will be at **Pune** . At the time of joining you are requested to submit the copies of documents as per the checklist enclosed.
4. For any further clarifications, request you to communicate with the concerned recruiter contact.

**Your appointment is subject to**

- You regularly attending the learning programs nominated by the Company.
- You completing the assessments in a timely manner and as per the threshold completion criteria specified by the Company.
- Your passing the Company's medical examination successfully. The decision of Company's medical team in this regard will be final.
- The Company receiving appropriate and satisfactory replies from your referees. The decision of the Company in this regard will be final.
- Your producing acceptable certified documentary evidence of your date of birth. This evidence must be a Birth Certificate or School Leaving Certificate, Copy of your passport or an Affidavit attesting your date of birth and sworn by your father, mother or a close relative. This date once accepted will be used for all purposes in connection with your employment and no cognisance will be taken for any alterations in the future.

ITC INFOTECH INDIA LTD, A wholly owned subsidiary of ITC LIMITED

# 18, Banaswadi Main Road, Maruthiseva Nagar, PO. Bangalore – 560 005, India  
Tel: + 91 – 80 – 2298 8331 – 38 Fax: + 91 – 80 – 2298 8081  
Regd. Office: Virginia House, 37, J.L. Nehru Road, Kolkata – 700 071, India

Visit us at [www.itcinfotech.com](http://www.itcinfotech.com) | Corporate Identity Number: U65991WB1996PLC077341 | e-mail: [contact.us@itcinfotech.com](mailto:contact.us@itcinfotech.com)



- Your producing acceptable certified documentary evidence of your academic and professional qualifications.
- The Company receiving appropriate and satisfactory report on your background check i.e. past employment and education details

Welcome to ITC Infotech India Limited and look forward to a long and mutually beneficial association.

Yours faithfully,  
**ITC Infotech India Limited**

**S Rajesh Chandran**

**Vice President - Talent Acquisition**

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**Designation:** Associate IT Consultant

**Grade:** IS1

**Experience:** 0 Yrs.

**Date of Joining:** October 7, 2021

<b>Monthly Components</b>	<b>Proposed Salary (Rs pm)</b>
Basic/Consolidated Salary	7100
House Rent Allowance	3550
Supplementary Allowance	19620
<b>SUB- TOTAL I</b>	<b>30270</b>
<b>Annual Components</b>	
PF	1800
L.T.A.	917
Bonus	2326
ITC Products & Services	104
<b>SUB- TOTAL II</b>	<b>5147</b>
<b>TOTAL</b>	<b>35417</b>
<b>Grand Total PA</b>	<b>425004</b>

**Explanatory Notes:**

- Medical Insurance for Self/Family (Spouse, 2 dependent children upto age of 21 years) will be covered under Company's - Group Health Insurance scheme, with a sum insured value of Rs. 5,00,000/- per annum. Option to cover parents on payment of premium by Employee with attractive benefits. You will also be covered under the group accident insurance policy of the company, with a sum insured value of Rs.15 Lakhs.
- Leave Travel Allowance of Rs. 917 is paid as per company policy, Prorata for the previous financial year along with April salary of the following financial year.
- Bonus- You are entitled to the indicated Bonus amount as per the Payment of Bonus Act or the STI amount as per the policy, whichever is higher. In case you have joined the Company during January - March, you will be eligible for STI from the following accounting year.

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- ITC Products & Services - this scheme provides you an opportunity to avail and enjoy ITC's world class products and services, governed by the following policy.
  - a) You are eligible to claim reimbursement towards the purchase upto **Rs. 1250 /-** per annum, pro-rated in case where there is no full year of service.
  - b) The Reimbursement amount are based on assumption that you are availing the benefit upto the entitlement as per the respective policy. If you do not avail the benefit, the amount mentioned is non-encashable.
- You will also be eligible for Gratuity as per the Gratuity Act.

Yours faithfully,  
**ITC Infotech India Limited**

**S Rajesh Chandran**

**Vice President - Talent Acquisition**

**EMPLOYMENT OFFER LETTER**

Capgemini Ref: 5635209/1234240,

03/15/2022,  
Suraj Ashok Yadav.

Pritam Prakash Nagar Shirur  
Pune, Maharashtra  
India.

**Confidential**

**Dear Suraj Ashok Yadav,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini ' or '**Company**') starting from **03/17/2022** (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be **Analyst/A4**.
- B) You will be required to work at the Company's offices in **Mumbai**.
- C) You have to report by 8:30 am at **Mumbai** office, for joining formalities and contact security at the main gate for your entry pass at:

Address  
CAPGEMINI Knowledge Park,IT 1 / IT 2, TTC Industrial Area,Thane-Belapur Road,  
Airoli, Navi Mumbai, Maharashtra - 400708

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.3,679.00	Rs.44,148.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
<b>Gross monthly salary</b>	<b>Rs.21,828.00</b>	<b>Rs.261,936.00</b>
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
<b>Total Fixed Compensation</b>		<b>Rs.292,200.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,200.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
<b>Total Cost to Company</b>		<b>Rs. 300,002.00</b>

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.
  2. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
  3. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
  4. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- \* Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
  - a. You will submit relevant documents as mandated by the Company.
  - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
  - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
  - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
  - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
  - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
  - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
  - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
  - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
    - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 05/16/2022(for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
    - b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
    - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Background verification link given along with the welcome mail of the offer.
  - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
  - k. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.



J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

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Name: **Suraj Ashok Yadav**

Date: **03/15/2022**

## EXHIBIT 1

### Terms & Conditions of Employment with Capgemini Technology Services India Limited

#### **1. CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

#### **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

#### **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

#### **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

#### **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## 6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Caggemini 's policy with respect to Intellectual Property.

## **8. CONFLICT OF INTEREST:**

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop,laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## **9. RETIREMENT/TERMINATION:**

### **a.) Retirement**

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

### **b.) Notice Period/Termination**

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

**10. LIMITATION OF LIABILITY AND INDEMNITY:**

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

**11. MISCELLANEOUS:**

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

**CONSENT LETTER**

**For use of Personal Information & Sensitive Personal Data or Information**

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
  - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
  - b) payroll processing agencies for processing my payroll (including reimbursement claims),
  - c) law enforcement agencies,
  - d) to comply with a judicial/quasi-judicial order,
  - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
  - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
  - g) service providers providing services for biometric access to office premises for monitoring attendance,
  - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
  - a.) affiliates of the Company for administrative purposes and/or audit;
  - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:  
Signature:  
Date:



**ANNEXURE I (A)**

**Onboarding Documents**

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p><b>Current Employment( Immediate Previous)</b>  a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)  b) Payslips for last 3 months  c) Form 16/Form 16A  d) Salary Account 6 months Bank Statement  e) Letter of appointment/Offer letter from employer which captures start date</p> <p><b>Previous Employment</b>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><b>Education Documents</b>  a) 10th Marksheet and certificate.  b) 12th marksheet and Certificate.  c) Graduation Marksheets and certificate/Diploma certificate.  d) Post-Graduation Marksheets and degree certificate (If applicable)  e) Any other relevant certificate</p>
4.	<p><b>Proof of Identity/ Address</b>  a) PAN Card  b) AADHAAR Card  c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs  i) Voters Id  ii) Driving License  iii) Ration card  iv) Electricity Bills  V) Gas card  vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p><b>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</b>  a) Form 16/Form 26AS  b) Bank statement for 6 months  c) Shops &amp; Commercial Establishment Registration Certificate  d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

## ANNEXURE I (B)

### Background Verification

#### Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet\*\*.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address [backgroundverification.in@capgemini.com](mailto:backgroundverification.in@capgemini.com) not later than 14 days of your joining\*\*\*

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

\*\*\*You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked\*\*\*\*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

\*\*\*In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Best Regards,  
Team HR

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**Ref: TCSL/DT20195625848/1660086/Chennai**

**Date: 26 November 2021**

MS. APARNA ANNASAHEB BHOSALE

Agran Dhulgaon, Kavathe Mahankal Near Hanuman Temple,

Agran Dhulgaon, Kavathe Mahankal,

Maharashtra-416411.

Tel# 917410561994

**Sub: Joining Letter**

Dear Ms. Aparna Annasaheb Bhosale,

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

We are pleased to inform you that your joining date at TCSL will be **09th December 2021** , your joining location is **Pune** , work location is **Pune** and your stream is **IT** . This has been provided considering your preference and business requirements.

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

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

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



## **TCS Xperience Program**

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

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

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

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

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

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



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

Gear up to experience the future!!

Warm regards,

A handwritten signature in blue ink, appearing to read 'Janardhan S'.

**Janardhan S**  
**Global Head - Talent Development**



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



**Offer: Computer Consultancy**

**Ref: TCSL/DT20218143657/Chennai**

**Date: 04/12/2021**

Mr. Pavankumar Laxmanrao Kamble  
Thite Nagar , Kharadi Lane No 8,  
Samarth Hospital,  
Pune-411014,  
Maharashtra.  
Tel# -

Dear Pavankumar Laxmanrao Kamble,

**Sub: Letter of Offer**

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

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

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

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

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

**TCS Confidential**

**TCSL/DT20218143657**

**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: [www.tcs.com](http://www.tcs.com)

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

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto: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

TCSL/DT20218143657

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**TATA CONSULTANCY SERVICES**  
Tata Consultancy Services Limited

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

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

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

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





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



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**

<b>Name</b>	<b>Pavankumar Laxmanrao Kamble</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

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

# 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)

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



## Annexure 2

<p><b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p><b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p><b>BUBANESHWAR</b> 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><b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p><b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p><b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 &amp; A-45,Ground, 1st to 5th Floor &amp; 10th floor, Glaxy Business Park, Block - C &amp; D, Sector - 62, Noida - 201 309,UP</p>
<p><b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p><b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p><b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 &amp; 169-B, Super Corridor, Village Tigariya Badshah &amp; Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p><b>KOLKATA</b> 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><b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p><b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p><b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p><b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 &amp; 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p><b>Trivandrum</b> 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 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**

**Ref: TCSL/DT20218547492/Chennai**

**Date: 25/01/2022**

Mr. Ranjit Bhagwan Sarwade  
Near Bj'S College, Bakori Phata WagholiPune Nagar Road,  
Near Bj'S College,  
Wagholi-412207,  
Maharashtra.  
Tel# -8999733897

Dear Ranjit Bhagwan Sarwade,

**Sub: Letter of Offer**

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

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

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

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

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

**TCS Confidential**

**TCSL/DT20218547492**

**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: [www.tcs.com](http://www.tcs.com)

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

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto: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

TCSL/DT20218547492

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**TATA CONSULTANCY SERVICES**  
Tata Consultancy Services Limited

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

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

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

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



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



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 TCSL as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCSL.

### **16. Retirement**

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

### **17. Pre-employment Medical Certificate**

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



## 18. Employment of Non Indian Citizens

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

## 19. Background Check

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

## 20. Submission of Documents

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

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

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



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

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

The original documents will be returned to you after verification.

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

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

## **21. TCS Xperience Program**

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

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

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

## **22. Letter of Appointment**

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

## **23. Rules and Regulations of the Company**

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



## 24. Compliance to all clauses

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

## 25. Data Privacy Clause:

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

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

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

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

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

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



### **Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

**Girish V. Nandimath**  
**Global Head Talent Acquisition & AIP**



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

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



**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Ranjit Bhagwan Sarwade</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

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

# 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)

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



## Annexure 2

<p><b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p><b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p><b>BUBANESHWAR</b> 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><b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p><b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p><b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 &amp; A-45,Ground, 1st to 5th Floor &amp; 10th floor, Glaxy Business Park, Block - C &amp; D, Sector - 62, Noida - 201 309,UP</p>
<p><b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p><b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p><b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 &amp; 169-B, Super Corridor, Village Tigariya Badshah &amp; Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p><b>KOLKATA</b> 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><b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p><b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p><b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p><b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 &amp; 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p><b>Trivandrum</b> 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 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.