

सहा.निवडणूक निर्णय अधिकारी,४०-उस्मानाबाद लोकसभा मतदार संघ  
२४३- परंडा विधानसभा मतदारसंघ तथा उपविभागीय अधिकारी भूम यांचे  
कार्यालय, भूम, जिल्हा धाराशिव  
(निवडणूक शाखा)

दूरध्वनी क्र. 02478-272006

Email:- sdobhoom@gmail.com

वाचा:- मा. जिल्हाधिकारी धाराशिव तथा निवडणूक निर्णय अधिकारी,४०- उस्मानाबाद लोकसभा मतदारसंघ यांचे पत्र क्र.२०२४ /  
निवडणूक/कार्या/१२९/सिआर दिनांक १५/०३/२०२४

जा.क्र २०२४/निवडणूक/सीआर-१

दिनांक २९/०३/२०२४

निवडणूक प्राधान्य / अति महत्वाचे

सुधारित आदेश

ज्याअर्थी आगामी लोकसभा सार्वत्रिक निवडणूक २०२४ ची निवडणूक विषयक कामे सुरळीतपणे व विहीत कालमर्यादेत पार पाडण्याकरीता खालीलप्रमाणे कक्ष गठीत करण्यात येत आहेत.

त्याअर्थी लोकप्रतिनिधित्व अधिनियम १९५० चे कलम २९ व लोकप्रतिनिधित्व अधिनियम १९५१ चे कलम १५९ अन्वये लोकसभा सार्वत्रिक निवडणूक २०२४ च्या निवडणूक कामाकरीता मी वैशाली पाटील,उपविभागीय अधिकारी भूम तथा सहाय्यक निवडणूक निर्णय अधिकारी,४० उस्मानाबाद लोकसभा मतदार संघ खालील नमूद क्षेत्रीय अधिकारी यांनी नेमून देण्यात आलेली कामे निवडणूक कालावधीत विहीत मुदतीत व अचूकपणे करण्याबाबत याद्वारे आदेशित करीत आहे.

अ.क्र.	पथक क्रमांक	यापूर्वी नियुक्त करण्यात आलेल्या अधिकारी/कर्मचारी यांचे नाव
०१	साहित्य मागणी व वितरण	गोकुळ नवनाथ चव्हाण ,तलाठी,तहसिल कार्यालय भूम
०२	(Nodal officer for	विक्रमसिंह अंकुश देशमुख, तलाठी,तहसिल कार्यालय परंडा
०३	Material Management )	सुरेश मुरलीधर वाघमारे, तलाठी,तहसिल कार्यालय भूम
०४		विश्वनाथ नागोराव पोटे, तलाठी,तहसिल कार्यालय वाशी
०५		संजय शेषराव पाचपुते, तलाठी,तहसिल कार्यालय भूम
०६		राजाभाऊ बद्र अडागळे, तलाठी,तहसिल कार्यालय वाशी
०७		महेश दत्तात्रय चिल्ले, तलाठी,तहसिल कार्यालय वाशी
०८		पंडीत हनुमत गोरे, तलाठी,तहसिल कार्यालय भूम
०९		विकास माणिकराव वाघमारे, तलाठी,तहसिल कार्यालय वाशी
१०		पवन दिपक मोहिते, तलाठी,तहसिल कार्यालय परंडा
११		गौतम दौलत बारसागडे, तलाठी,तहसिल कार्यालय परंडा



(वैशाली पाटील)

सहाय्यक निवडणूक निर्णय अधिकारी  
४०-उस्मानाबाद लोकसभा मतदारसंघ  
तथा उपविभागीय अधिकारी,भूम

प्रत:-१. मा. जिल्हा निवडणूक अधिकारी,धाराशिव यांना माहितीस्तव सविनय सादर.

२. तहसिलदार भूम/परंडा/वाशी यांना माहिती व आवश्यक त्या कार्यवाहीस्तव देण्यात येते.

३. संबंधितांस अनुपालनास्तव (मार्फत तहसिलदार भूम/परंडा/वाशी)

(वैशाली पाटील)

सहाय्यक निवडणूक निर्णय अधिकारी  
४०-उस्मानाबाद लोकसभा मतदारसंघ  
तथा उपविभागीय अधिकारी,भूम

7<sup>th</sup> June 2021

**Mr. Sandip Pawar**  
Raje Shivaji Nagar,  
Bharshi Road Pakharsangvi ,  
Latur- 413531

Dear Sandip,

**Strictly Private and Confidential**

We are pleased to offer you the position of **"Software Engineer"** with **Talent Recruit Software Private Limited**. We are confident that Talent Recruit will provide you a satisfying and challenging work environment along with a successful growth path.

**1. DATE OF JOINING**

You are requested to report for work on or before **15<sup>th</sup> June 2021** with all your original certificates. Please inform us of your decision by today of this offer else the offer stands void. Failure to join on the specified date along with your original certificates shall result in the automatic termination of this appointment, without obligation on the Company to issue notice of such termination.

**2. PROBATIONARY PERIOD**

You will be on probation for a period of Six months from the date of your appointment. On completion of your probation period, if the management is satisfied with your performance, you may be absorbed on regular employment of the Company.



**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 12B, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683000

Registered Office: 808 Siddharth, 9d, Nehru Place, New Delhi-110019, India.

www.hcltech.com

www.hcl.com

**OFFER & APPOINTMENT LETTER**

**Offer Release Date: September 1, 2022**

**Dear SURYAWANSHI MEGHA YESHAVANT,**  
**MIDC area Hadko colony**  
**Latur Maharashtra, Latur,**  
**Maharashtra, India, 413512**

**Dear SURYAWANSHI MEGHA YESHAVANT,**

Congratulations! With reference to the interviews conducted by **HCL Technologies Ltd (herein referred as "HCL" or "Company")**, we are pleased to inform you that you have been selected for employment in our organization as **GRADUATE ENGINEER TRAINEE (GET) in band E1.1**

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **September 8, 2022** at 9:00 A.M at the following address **Pune-Geometric-RajivGandhi Infotech Park**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

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

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

Your Total Compensation will be **425000** per annum, outlined in **Annexure I**.

You will be required to sign a service agreement of **12 months** with a surety amount of **INR 50,000**. This amount shall be payable to the Company only on the event of your separation from the company before **12 months** from the date of Joining.

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

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

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



Purplechai Technologies  
A4/1001, Bramha Emerald County,  
NIBM Road, Pune -48

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## Appointment Letter

Date 25/07/2018

To,

Priya Chinchansure

Dear Priya,

We refer to your application for employment with Purplechai Technologies and subsequent interview you had with us. We take pleasure in appointing you in Purplechai Technologies on the following terms and conditions.

**Designation** : Android developer

**Salary** : Your salary will be 8,000/- INR, you will be paid INR 7,000/- per month. The accumulated salary will be given after completion of one year.

**Probation Period** : You will be having probation period of minimum 4 months and it will be increased based on your performance. Your performance will be reviewed after 4 months. Your employment will be based on performance, at any moment if we feel that it is not upto the mark, we shall terminate your appointment.

**Work Schedule** : You will be required to follow normal working hours of the location to which you are assigned. You will also be required to work on shifts depending upon business exigencies. Saturday workings and sometime additional work hours due to tight schedule of work is expected.

**Confidential Information** :You will not at any time, without the consent of authorities, disclose or divulge or make public, except on legal obligations, any information regarding the company's affairs or administration or research carried out which may be confined to you or become known or otherwise. You will be required to sign an undertaking to this effect.

**Protection Of Interest**:If you have any news or advanced methods of improving processes / systems in relation to the operations of the company, such development/s should be fully communicated to the company and that will remain sole right/property of the company.

**Communication** :Any communication carried out in the company premises or on behalf of the company outside its premises can be subjected to scrutiny. In case this communication is found to be to the detriment of the company the company is free to take whatever action it deems appropriate.

**Past Record** :If the declaration given by you to the company proves to be false, you will be liable to be terminated without any notice.

**No Poaching** : On separation, you will not work for any of our client from their premises or from anywhere in world for minimum period of 1 year. If we found that you have breached this, then we are bound to take legal action against you.

**On Separation** :On termination of services / resignation, you will immediately give up to the company before you are relieved, all the correspondence, specifications, books, literature ,drawings , softwares and other records belonging to the company or relating to its business and shall not make or retain any copies of these.

**Leaves :** :You will be eligible for the leaves as per company norms. In the first year of job, you are not eligible to take long leaves. Leaves without prior intimation should be avoided.

**Resignation** :You shall not be able to resign for a period of minimum 1 year from the date of joining, if you resign without serving notice period, then your last month salary will not be released. You must serve one month notice period and do the required handover.

**Deductions** :Profession tax will be deducted every month from your salary as per Profession Tax Act by government of India.

In token of your acceptance of the above terms and conditions, kindly sign and return the copy of this letter.

We cordially welcome you to the Purplechai Technologies family and wish you a rewarding and successful career with us over the years to come.

Yours sincerely,

**For Purplechai Technologies**

I agree and accept the employment on the terms and conditions mentioned in this letter.

<b>Name :-</b>	<b>Signature :-</b>	<b>Date of Joining</b>
<b>Priya Chinchansure</b>		



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20184707946/Pune**  
**Date: 25/03/2021**

Ms. Rameshwari Dattatraya Swami  
Swami House Zingnappa Galli,  
Near Agresan Bhavan,  
Latur-413512,  
Maharashtra.  
Tel# -9423345477

Dear Rameshwari Dattatraya Swami,

**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/DT20184707946**

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**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India

Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 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.



HRD/3T/1003442665/21-22

March 10, 2022

Ms. Aishwarya Nilangekar  
Sambhaji Nagar,  
Khadagav Road,  
Latur-413512  
India

Ph: +91-7020931191

Dear Aishwarya,

Welcome to Infosys!

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

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

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

Warm regards,

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

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.03.10 22:49:00 IST  
Reason: Digitally Signed  
Location: Bangalore

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

HRD/1003442665/21-22

March 10, 2022

Ms. Aishwarya Nilangekar  
Sambhaji Nagar,  
Khadagav Road,  
Latur-413512  
India

Ph: +91-7020931191

Dear Aishwarya,

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

Here are the terms and conditions of our offer:

### **Definition**

The following terms shall have the following meanings for the purpose of this Offer of Employment ( "**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

### **Joining**

Your scheduled date of joining the employment of the Company will be **21-Mar-2022**.

### **Location**

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

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

## **Training**

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

## **Terms and Conditions during Training**

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

### **Probation and Confirmation**

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

### **Leave**

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

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

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

### **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

## **Compensation and Benefits**

### **Salary**

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

### **Performance- linked Incentive**

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### **Ex - Gratia / Bonus**

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

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

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

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

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



### **National Pension Scheme**

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

### **Insurance**

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

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

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

### **Passport & Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

### **Notice Period**

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

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

## Background Checks

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

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

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

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

## Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

HRD/3T/1004331672/22-23

May 13, 2022

Mr. Ajit Mane  
Ansarwada  
Tq. Nilanga  
Latur-413521  
India

Ph: +91-9960627073

Dear Ajit,

Welcome to Infosys!

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

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

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

Warm regards,

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

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.05.13 16:40:05 IST  
Reason: Digitally Signed  
Location: Bangalore

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

HRD/1004331672/22-23

May 13, 2022

Mr. Ajit Mane  
Ansarwada  
Tq. Nilanga  
Latur-413521  
India

Ph: +91-9960627073

Dear Ajit,

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

Here are the terms and conditions of our offer:

### **Definition**

The following terms shall have the following meanings for the purpose of this Offer of Employment ( "**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

### **Joining**

Your scheduled date of joining the employment of the Company will be **09-Jun-2022**.

### **Location**

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

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



## **Training**

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

## **Terms and Conditions during Training**

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

### **Probation and Confirmation**

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

### **Leave**

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

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

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

### **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

## Compensation and Benefits

### Salary

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

### Performance- linked Incentive

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### Ex - Gratia / Bonus

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

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

### Basket of Allowances (BOA)

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

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

### **National Pension Scheme**

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

### **Insurance**

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

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

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

### **Passport & Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

### **Notice Period**

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

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

## Background Checks

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

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

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

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

## Other Terms and Conditions

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

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

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



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

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

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

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

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

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

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

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

Yours sincerely,

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

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Print your full Name                      Location

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.05.13 16:40:05 IST  
Reason: Digitally Signed  
Location: Bangalore

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

**ANNEXURE - I**  
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Ajit Mane			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

**ANNEXURE - II**  
(Compensation post successful completion of six months)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Ajit Mane			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY			15,000	
BASKET OF ALLOWANCES			4,478	
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)			2,850	
MONTHLY GROSS SALARY			22,328	
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)			150	
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary			1,800	
GRATUITY - 4.81% of Basic Salary*			722	
FIXED GROSS SALARY (1+2+3)			25,000	
4. INCENTIVE COMPONENTS				
		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)		1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)				26,250
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)				27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

Doshahleen Solutions Pvt. Ltd.

Ref: DSPL/HR/Offer Letter

May 23, 2022

**Mr. Rohit Patil**

Dear Rohit,

We are pleased to make an offer of employment on behalf of Doshahleen Solutions Pvt. Ltd. (hereinafter referred to as “**Doshahleen**” or the “**Company**” as the context may require) on the following terms and conditions:

Terms and conditions, which would be applicable to your employment to be referred in Annexure-1 & 2.

**Designation: Associate Test Engineer**

**Employee ID: 183**

**Band: L-1b**

**Date of Joining: 23-05-2022**

**Probation Period: 6 months**

**Location: Pune**

**Reporting Manager: Pushkar Kokil**

**Gross Salary:** Your total remuneration will be ₹ **5,25,000 per annum**, (Taxes will be applicable as per the standard rules).

Your individual remuneration is a matter purely between yourself and the company and has been arrived at the basis of your job, skill specific background and professional merit. We expect you to maintain this information and any changes made there on as personal and confidential.

As per policy, you would be aligned to the FY April – March cycle for the salary increments.

Wishing you a successful career at Doshahleen

Yours cordially,

For Doshahleen Solutions Pvt. Ltd.



**Dhanesh Mathkar**

Managing Director & Co-founder

**Registered Office:** 402, Konark Epitome, Viman Nagar, Pune, Maharashtra, India, 411014

**Telephone:** +91-20-48615931 **E-mail:** info@doshahleen.com **Website:** [www.doshahleen.com](http://www.doshahleen.com)

**CIN NO:** U72900PN2013PTC145954: **GST NO:** 27AAECD5288N1Z0



## **Annexure 2**

<b>SALARY BREAK-UP</b>		<b>Annual</b>	<b>Monthly</b>
Basic		2,62,500	21,875
HRA		1,05,000	8,750
Conveyance		36,000	3,000
Children Education Allowance		2,400	200
Medical Allowance		33,000	2,750
Bonus		26,250	2,188
<b>Total Gross Salary</b>	<b>A</b>	<b>4,65,150</b>	<b>38,763</b>
Telephone		12,000	1,000
LTA *		26,250	2,188
<b>Total Reimbursements</b>	<b>B</b>	<b>38,250</b>	<b>3,188</b>
Variable Pay **		-	-
<b>Total Variable Pay</b>	<b>C</b>	<b>-</b>	<b>-</b>
Provident Fund		21,600	1,800
<b>Total Retirals</b>	<b>D</b>	<b>21,600</b>	<b>1,800</b>
<b>Total COST TO COMPANY (A+B+C+D)</b>		<b>5,25,000</b>	<b>43,750</b>

**\* LTA to be paid at the year end (in March) only upon submission of bill to claim tax exempt or taxable without bill**

## OFFER & APPOINTMENT LETTER

Offer Release Date: November 26, 2021

Dear **Aparna Vishnu Sonwane,**  
., Latur,  
Maharashtra, India, 413512

Dear **Aparna Vishnu Sonwane,** service

Congratulations! With reference to the interviews conducted by HCL Technologies Ltd (**herein referred as "HCL" or "Company"**), we are pleased to inform you that you have been selected for employment in our organization as Software Engineer in band E1.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **November 30, 2021** at 9:00 A.M at the following address **PuneSEZ-Magarpatta City, Tower 7, Wing A&B**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

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

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

Your Total Compensation will be **INR 3,65,000** per annum, outlined in [Annexure I](#).

You will be required to sign a service agreement of **24 months** with a surety amount of **INR 1.25 Lakhs**. This amount shall be payable to the Company only on the event of your separation from the company before **24 months** from the date of Joining.

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

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

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

At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

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

T +91 120 6125000 F +91 120 4683030

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

[www.hcltech.com](http://www.hcltech.com)

[www.hcl.com](http://www.hcl.com)

**For HCL Technologies Ltd.**



**Amrita Das**

**Vice President, Head-Global Rewards**

**Annexure 1****COMPENSATION PLAN**

<b>Name</b>	<b>Aparna Vishnu Sonwane</b>
<b>Band</b>	<b>E1</b>
<b>Designation</b>	<b>Software Engineer</b>
<b>City</b>	<b>Pune(A008)</b>
<b>Monthly Components (in INR)</b>	
Basic Salary	15,090
House Rent Allowance	7,545
Advance Statutory Bonus	-
Holiday Allowance	1,066
Food Wallet	-
Flexi Basket*	-
Compensatory Allowance	-
TOTAL: Monthly	23,701
<b>TOTAL: Monthly Components : Annualized</b>	<b>284,415</b>
<b>Retirals &amp; Other Benefits (in INR)</b>	
Provident Fund	21,730
Medical Insurance Premium/ESIC	10,000
Gratuity	8,706
<b>TOTAL : Retirals</b>	<b>40,435</b>
<b>Variable Components (in INR)</b>	
Performance Bonus (in Rs.)	21,900
Engagement PB (paid monthly) @ 100% achievement levels	18,250
<b>TOTAL: Variable Components</b>	<b>40,150</b>
<b>COST TO COMPANY</b>	<b>3,65,000</b>
<b>Flexi Basket Details</b>	<b>Max Sub limits (p.a.)</b>
Fuel Reimbursement and Car Maintenance Charges	-
Leave Travel Assistance / Allowance	-
Car Lease Rental	-
<b>TOTAL : Annual Flexi Basket</b>	<b>-</b>
<i>Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual</i>	
<b>Insurance &amp; Medical Benefits (in INR)</b>	<b>Max Sub limits (p.a.)</b>
Hospitalization cost reimbursement limit	360,000
Term life Insurance Cover	2,000,000
Disability cover due to accident (upto)	1,800,000
<b>NOTE:</b>	
1. Bserv E0.1 and E0.2 employees are to be considered under Semi-skilled Category. All other employees are under Skilled category	
2. All salary components are governed by the company policies and statutory guidelines.	
3. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.	
4. Any personal tax liability arising out of compensation will be borne solely by the employee.	
5. Gratuity to be payable as per act	

## ANNEXURE II

### Welcome aboard...

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

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

### GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

#### 1. Location

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Pune(A008).

#### 2. Medical Check up

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

#### 3. HCLT Training Program:

Training (classroom/on the job) sessions will be conducted after your joining.

The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

#### 4. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

#### 5. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

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

#### 6. Agreements

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

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

## **7. Background and Reference Check**

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. • In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

## **8. Working Hours**

You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

## **9. Mobility**

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

## **10. Deputation/ Transfer**

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

## **11. Retirement**

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

## **12. Other benefits**

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

## **13. Correctness of the Details Furnished**

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

## **14. Data Protection:**

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.

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

## 15. Other Rules and Regulations of the Company

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

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

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . 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.



## Annexure III

**LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL**

S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	<b>Highest Qualification</b> - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	<b>Permanent/Current Address Proof</b> – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	<b>Previous Employer</b> – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	<b>Identity Verification</b> - Copy of valid passport and PAN card required

**Additional documents (To be submitted on request – Only if required)**

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

**Things to Remember**

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.
- Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

**List of Documents required for joining / induction day (Hard Copies)**

S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 <sup>th</sup> Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.

- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

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





**Location of HCL Onboarding Team for joining formalities:**



S. No	Location	Address
1	NOIDA	<b>Mondays and Thursdays:</b> Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) <b>Tuesdays, Wednesdays and Fridays:</b> Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013
7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

## ANNEXURE IV

**EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

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

-  Basic Salary
-  Monthly Allowances
-  Variable Pay
-  Retirals & Insurances Benefit

 **Disclaimer:**  
 ***Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.***

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

**BASIC SALARY**

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

**MONTHLY ALLOWANCES**

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

**Performance Bonus (PB):**

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

### **RETIRALS & INSURANCES BENEFIT**

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

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

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

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

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

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

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

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.

**HCL TECHNOLOGIES LTD.**

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

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

T +91 120 6125000 F +91 120 4683030

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

www.hcltech.com

www.hcl.com

- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

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

**Disclaimer**

*You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice.*

*Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.*

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

HCL Technologies will correspond with you on the address & contact details mentioned below :-

**Permanent Address: ., Latur,**

**Maharashtra, India, 413512**

**Email ID: aparnason4574@gmail.com**

**Telephone Number: 9359203559**

Dated: 7<sup>th</sup> Jan 2022

### **OFFER LETTER**

To

**Ms. Nikita Rankhamb,**

This has reference to your application and the subsequent interviews you had with us. We are pleased to make you an offer for the position of **"Trainee Engineer"** with effect from **11<sup>th</sup> Jan 2021**. You will be based at our office in **Pune**, India. Your compensation will be **Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand only)** per annum, total cost to the company.

Your appointment letter comprising the detailed terms and conditions of your employment and the salary sheet will be given to you once you formally join us on the Date of Joining mentioned above.

We trust that the information and supporting document you have provided to us are true, based on which you have received this offer for employment. Should there be any discrepancy in the information provided by you, kindly update it before you sign and return the offer letter. We reserve our right to review and revoke this offer of employment, in the event any discrepancy is found in the future.

We request you to carry and submit the required documents with you on the Date of Joining as per the attached Joining Documents Checklist.

For a convenient joining process, the required joining documents should be uploaded and submitted as per the guidelines within 2 days of Offer Acceptance.

All the matters related to your appointment and compensation are strictly confidential and shall be treated as such at all times.

If you agree to all the above mentioned terms and conditions, we request you to confirm your acceptance of this offer by returning the duplicate copy of this letter duly signed by you. If you have received the offer letter through email, please send your acceptance through a reply mail within one day from the date of receipt of the e-mail. If you fail to accept the offer from **AutomationEdge Pvt. Ltd.** within 1 day, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Additionally, if you fail to report for onboarding formalities on the Date of Joining after accepting and signing this offer letter, you shall be liable to pay an amount equivalent to 1 (One) months Gross Salary for the loss that may be suffered by the Company as the Company has incurred cost towards recruitment and had also confirmed the seat for the said position.

We look forward to you joining our team and hope it is the beginning of a mutually fulfilling association.

Yours sincerely,  
Human Resource Department

AutomationEdge Pvt. Ltd.

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**I have read and accept the terms and conditions of this offer letter:**

Name : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_



22-Mar-2024

Mr. Govind baban Londhe

Dear Govind,

We have great pleasure in offering you the position in Grade **G2** as **Engineer Application support**, based out of **MUMBAI (ICICI Prudential Malad Mumbai)** on the below terms of remuneration (All amounts in **INR**).

Components	Annual (INR)
Basic	2,19,996
HRA	1,10,004
Advance Statutory Bonus	18,324
Supplementary Allowance	1,62,672
PF (Employer's contribution)	21,600
Gratuity	10,584
Insurance	6,816
Total CTC	5,49,996

**Note:**

1. Your Salary is subject to deduction of Income Tax in accordance with the provision of the local Income Tax Act/laws.
2. \*Variable Pay (if mentioned above) is the maximum amount payable. The payout will be based on Company, Team & Individual performance and prevailing Company policy at the time of payout.
3. You will be covered under Gratuity and Employee Insurances as per company policy
4. Statutory deductions as applicable.

For 3i Infotech Limited

**Shilpa Pai**  
**Senior Vice President - Human Resources**



Establishment Year : 1961  
Independent : 1970  
NAAC Reaccredited : B++ Grade  
III Cycle



Phone No.: (02382) 221349,220602  
Fax No. : (02382)  
Email : dcomm@rediffmail.com

Dayanand Education Society's  
**Dayanand College of Commerce, Latur**  
(Affiliated to - Swami RamanandTeerthMarathwada University, Nanded.)

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**Laxmiraman Lahoti**  
President

**Ramesh Biyani**  
Secretary

**Dr.Shriaram Solanke**  
Principal

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Date : 20.10.2020

## **Appointment Letter**

To,  
Mr. Prasad Patil,  
Assistant Professor,  
Dayanand College of Commerce,  
Latur.

### **Congratulations!**

Dear Prasad Patil

I am pleased to inform you about your selection and teaching job confirmation for the post of **Assistant Professor for BCA Department** at Dayanand college of commerce with the effect from **20 October 2020**. All the terms and conditions with other benefits are mentioned on the attached employment agreement form.

I Congrats you and welcome you on behalf of all the teaching and administration staff of Dayanand college of commerce. No you are the family member of DCCL college staff and I hope that we together will work every hard to achieve the goals of our college.

Sincerely Yours,

Principal of  
Dayanand College of Commerce  
Latur



Dear **Shubham**,

Congratulations on your offer and welcome to Amdocs!

We are very excited to have you on board.

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

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

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

## WHAT DOES THIS KIT INCLUDE?

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

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











Date: May 23, 2022  
Mr. Shubham Kishanrao Biradar  
Pune

## Employment Agreement

We are pleased to confirm your employment with **Amdocs Development Centre India LLP**. ("Amdocs") under the terms and conditions provided herein, effective as of **July 28, 2022** ("Start Date").

### 1. Employment Terms; Compensation; Benefits

(a)	<b>Position</b> 	<b>Software Developer</b>
(b)	<b>Location</b> 	Amdocs offices in <b>Pune</b> , India. <ul style="list-style-type: none"><li>Domestic and international travel may be required, in accordance with Amdocs' business needs.</li><li>Work location may be changed to facilitate Amdocs' business needs.</li></ul>
(c)	<b>Annual Total Remuneration (on a Cost to Company basis) gross</b> 	INR <b>900,000.00 (Nine Lakh Rupees Only)</b> gross, divided into the following annual components: <ul style="list-style-type: none"><li>1. Basic salary - INR 360000.00</li><li>2. House Rent Allowance - INR 360000.00</li><li>3. Provident Fund (employer contribution) - INR 43200.00</li><li>4. Leave Travel Allowance - INR 136800.00</li></ul> <ul style="list-style-type: none"><li>Payable on a monthly basis, in accordance with Amdocs' payroll practices.</li><li>Annual discretionary salary review, as of <b>July 2023</b> and each year thereafter.</li></ul>
(d)	<b>Statutory Bonus</b> 	Eligibility and payment subject to The Payment of Bonus Act, 1965, if applicable.
(e)	<b>Gratuity</b> 	Eligibility and payment subject to The Payment of Gratuity Act, 1972, upon end of employment after completion of at least five years of continuous employment.
(f)	<b>Annual Bonus</b> 	<ul style="list-style-type: none"><li>Eligibility for an annual bonus, subject to: (i) the terms and conditions of the applicable [Annual Incentive Plan (AIP)] OR [India Discretionary Bonus Plan (IDB)]; (ii) your and Amdocs' performance; and (iii) you being employed by Amdocs for at least six months prior to payment of the bonus.</li><li>Payment of such annual bonus (if any) shall be in [January][November], and the amount thereof will be determined by Amdocs, in its sole discretion.</li></ul>
(g)	<b>Annual Vacation</b> 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law. You shall also be entitled to additional absence days and holidays, in accordance with Amdocs policy and applicable law.
(h)	<b>Annual Sick Leave</b> 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law.





## 10. Governing Law; Jurisdiction

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

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

**Amdocs Development Centre India LLP.**

**Mr. Shubham Kishanrao Biradar**

---

**Talent Acquisition Manager**

---

**Signature**





Royal Education Society's

[ Govt. of Maharashtra approved, affiliated to S.R.T. Marathwada University, Nanded and included under Section 2(f) and 12 (B) of U.G.C. Act 1956 ]

**COLLEGE OF COMPUTER SCIENCE AND INFORMATION TECHNOLOGY, LATUR.**

**संगणकशास्त्र व माहितीतंत्रज्ञान महाविद्यालय (कॉम्प्युटर), लातूर.**

COCSIT Campus, Ambajogai Road, LATUR- 413531 (Maharashtra)

**NAAC Reaccredited Grade : B+**

Ph.: 02382 - 229191, 227779, Fax : 02382 - 228646, Website : www.cocsit.org.in, E-mail : cocsit365@rediffmail.com

**Dr. M. R. Patil**  
President

**Dr. N. S. Zulpe**  
I/c. Principal

संदर्भ : COCSIT/2020-21/1228

दिनांक : 21-05-2022

### Offer Letter

To,

**Ms. Shubhangi Sangam Kotalwar**  
Latur.

**Dear Madam,**

We are pleased to appoint you as a **Asst. Professor** in our **College of Computer Science and Information Technology (COCSIT)**, Ambajogai Road, Latur. You shall be paid **Rs. 12,000/- (Rupees Twelve Thousand Only)** per month as a consolidated salary.

### Terms and conditions of the service

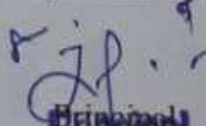
Your acceptance is subject to the conditions of service stated below:

1. It will be obligatory for you to follow rules and regulations of the Royal Education Society, Latur.
2. Your appointment shall be for a period of **11 months or till the end of the academic year only, whichever earlier.**
3. You are required to submit your original documents in the College office within a week from your joining the duty.
4. You shall carry out the curricular, co-curricular, extra-curricular activities and administrative work.
5. You will not be involved in private tuition.
6. Minimum 8 (eight) hours on-campus attendance is a must.
7. You shall not practice or incite any student, teacher to practice caste, communalism, and untouchability.
8. In case you wish to leave the job, you should give intimation one month before in writing or pay a sum equal to one-month salary.

We hope to have a long successful professional relationship with you and wish you all the best.

Copy furnished:

1. Chairman, Royal Education Society, Latur.

  
**Principal**  
College of Computer Science  
& Information Technology  
Ambajogai Road, LATUR



15<sup>th</sup> September 2023

To,

Ms. Srushti Dinesh Deshmukh  
Dinesh Deshmukh, Jijau Nagar,  
Latur Barshi Road, Yedashi, Yedsi,  
Osmanabad,  
Maharashtra – 413405  
8669318984  
[deshmukhsrushti31@gmail.com](mailto:deshmukhsrushti31@gmail.com)

Sub: Offer of employment in Sigma Infosolutions Ltd. as Quality Assurance Engineer (LF)

Dear Srushti,

This has reference to your interest in joining Sigma, subsequent discussions and the information provided by you. We are pleased to offer you the position of Quality Assurance Engineer (LF) in Sigma Infosolutions Ltd. (referred to as “Company” or “Organization”) at our Indore location with effect from 29<sup>th</sup> September 2023.

Congratulations!

Kindly note that:

1. In your role as Quality Assurance Engineer (LF), you will be required to fulfill the job responsibilities broadly discussed at the time of interview.
2. Your total Cost to Company (CTC), which includes your salary, statutory allowances, and other benefits will be as mentioned in Annexure A attached herewith. This will be subject to the deduction of Provident Fund, Gratuity, and Central, State and local taxes, such as Income Tax, Professional Tax, and any other statutory withholdings as made applicable by the government bodies from time to time. The payroll is released company-wide not later than 2<sup>nd</sup> of subsequent month.
3. Kindly note that your services are liable to be transferred on permanent basis to any other location of the Organization, after mutual discussion, if the business exigencies so demand.
4. You may be required to travel to other locations of the Company or its affiliates either within India or out of country for specific project related assignments. You will be eligible for per-diem allowances as per company policy on such occasions.

**1[Restricted]**

5. You will be on probation for a period of six months starting from your date of joining as mentioned above, during which your performance will be reviewed periodically, post which you will be confirmed in the services of our Organization. As per our Company policy, In case the performance of a person falls short of expectations and/or if there is scope for improvement, the probation may get extended. Such a decision will be conveyed in advance to provide an opportunity for improvement or course correction. The decision of the management in such cases will be final.
6. You will be eligible for 12 (twelve) Casual leaves/Sick Leaves per annum and 12 (twelve) Privilege Leaves, both prorated on the tenure of your employment with the Organization. Privilege Leaves can be availed of only after successful completion of probation period and subsequent confirmation of employment. 24 (twenty four) Privilege Leaves can be accumulated, after which they will be encashed and credited to your bank account after deducting applicable taxes. We recommend that you take leaves periodically, not only for sundry needs, but also for rest and recreation to get recharged and refreshed. Please note that in addition to these, you will be entitled to public holidays as declared in a list notified by the Organization at the beginning of each year.
7. During probation period, your services can be terminated by either side, with or without cause, by giving a notice of 30 (Thirty) calendar days. Post confirmation, the notice period for termination of your services, with or without cause, on either side will be 60 (Sixty) calendar days.
8. In both the cases mentioned above, if there is a short fall in the notice period from either side, the same will be compensated by either side paying the salary amount for shortfall days. The salary in this case will include/mean the Basic Salary.
9. You will receive your Appointment Letter on the day of your joining, and will be required to sign our standard Non-Disclosure, Non-Compete and Code of Conduct agreement, apart from IT security policy document.
10. Please bring original documents inclusive of passport size photograph, academic credentials, service letters and ID proofs. All the original documents will be returned to you on the same day. Sigma lays great emphasis on honesty and integrity in day to day dealings. In case there is any discrepancy found in the information provided by you related to your education, service history and compensation, your services may be terminated with immediate effect.
11. This Offer will be valid, if you report on the above mentioned date of joining. Extension can be considered, if given in writing, and on mutual consent.
12. Your employment with the Company is subject to verification of the information provided by you before as well as at the time of joining, and compliance with Indian Laws with respect to the employment. Disputes, if any, shall be subject to the jurisdiction of the courts in Karnataka only.





As a token of acceptance of our offer, please sign below this letter; or confirm the same via email before 15<sup>th</sup> September 2023. In case you have any queries, kindly don't hesitate to approach us.

Once again, congratulations and we look forward to working with you!

Yours Faithfully,  
For **Sigma Infosolutions Ltd.**,

Preeti Jhangiani  
Head –HR Operations  
Phone: +91 80 40865100

**3[Restricted]**

Ref. No. HR/APP/ATOM01012/2021

01 December 2021

To,  
Mr Suraj Uttam Chavan

**Sub: Appointment Letter**

Dear **Suraj**,

This is with reference to the selection process recently undergone with you by us. We are pleased to inform you of your selection and we wish to appointment you in our company (hereinafter the "Company") in "**Product Engineering**" department in "**Mumbai**" as "**Management Trainee**" in grade "**G1**".

Your placement in **Grade G1** is based on your qualification, past experience, and our internal benchmarking system. You will be entitled for various Company facilities & perks applicable in the grade as per the Company policy.

As agreed by you, you will be paid a compensation subject to deduction of applicable taxes. Furthermore, you will also be entitled to Insurance benefits as per your grade, if applicable. Your Total Indicative Remuneration is as per **Annexure 'A'**.

You will perform the duties as assigned to you by your superior(s). Reporting relationship may be changed in future as per the Company's requirement.

The other terms and conditions of employment will be as per **Annexure 'B'**.

You have joined our organisation from **08-Nov-2021**.

This letter for your appointment, is subject to your submission, of the below mentioned documents, to our complete satisfaction, at the time of your joining:

- Minimum requirement for qualification for our organization is graduation. We require all your necessary certificates / testimonials in respect of educational and professional qualifications pertaining to the same and experience / domicile etc.
- Your relieving letter / resignation acceptance letter from your previous organization
- Three (03) formal passport size colour photographs with BLUE background, and with tie compulsory for males [2 for HR and Admin records & 1 for corporate salary account].
- Proof of age, PAN card, and minimum 2 photo identification proofs.

**Atom Technologies Ltd.**

**Regd. Office:** 4th Floor, Suraksha Ace, Building, CST No. 34/3, Village Chakala, Plot No. 2A, Andheri Kurla Road, Andheri (East), Mumbai – 400059  
Maharashtra, India. Tel. : 022 6807 4100 | Email: info@atomtech.in | Website: www.atomtech.in

**BE YOURSELF,  
MAKE A DIFFERENCE.**

**accenture**

**Strictly Private and Confidential**

**14-Nov-2019**

**Prajakta Pradeepkumar Shah**

C8362602

**C/O Pradeepkumar Shah, CTS 4754, Near Big Bazar, Tilak Nagar, Latur. Maharashtra-413512**

**9881349731**

Dear Prajakta,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

**Role - Application Development Associate**

**Career Level - Career level - 12**

**Talent Segment - Software Engineering**

Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

Version 10.0 (Oct 2019)

1

Candidate's Signature \_\_\_\_\_

- Under the program, the nine learning modules hosted on a technology platform will prepare you to be code ready.
- Post onboarding/joining Accenture, and after the Induction you will need to go through the Technology fundamental assessment based on the pre onboarding online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the online Training completion of the program module, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help and guidance will be provided to you to clear the assessment.

Your employment with Accenture is subject to your successful completion of the assessment of the program, as mentioned above.

After you have cleared the Pre-Joiner Program; you will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

Upon joining the Company, an Accenture specific training program will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear as per the standard process outlined below. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company -

<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>.

This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history – as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <https://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mohan Sekhar  
Senior Managing Director  
Lead, Advanced Technology Centers, India

[Insert full legal name]

**ANNEXURE - I**  
**COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934

(C) Joining Bonus
-------------------

Joining Bonus (Refer to the section C)	25,000
--	--------

(D) Additional Benefits	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

- Your annual fixed compensation is INR 314,225. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

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

**Additional bonus-** of **INR 25,000** payable in the subsequent compensation revision cycle subject to, you complete 1 year of service with the company and payable as per company process, provided you are in the employment of the company at the time of pay-out and have not been subjected to any disciplinary proceedings/non-performance related issues. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of pay-out; then this whole amount shall be recovered from you.

**Note: For International Worker Only\***

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

\*As defined by applicable law from time to time.

**Benefits applicable for current Company financial year:**

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.

a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.

b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parents in-law and additional children under the separate

Insurance plan

2. Personal Accident coverage for self, up to three times your gross annual fixed compensation.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000



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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

## **ANNEXURE - II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original mark sheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of provisional degree certificate or convocation degree certificate.
6. Pan Card.
7. Copy of Passport / Driving License/ Voter ID card.
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrollment number - this is needed to comply with the requirement of the regulatory authorities like - EPFO etc and Accenture does not require this as a photo identity proof.

**BE YOURSELF,  
MAKE A DIFFERENCE.**

 **accenture**

**Strictly Private and Confidential**

**14-Nov-2019**

**Mohsin Sadiq Shaikh**

C8362533

**Dnyaneshwar Galli,Shahu Chowk,Latur,Maharashtra.413512**

**7276655476**

Dear Mohsin,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

**Role - Application Development Associate**

**Career Level - Career level - 12**

**Talent Segment - Software Engineering**

Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter" program"). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

Version 10.0 (Oct 2019)

1

Candidate's Signature \_\_\_\_\_

- Under the program, the nine learning modules hosted on a technology platform will prepare you to be code ready.
- Post onboarding/joining Accenture, and after the Induction you will need to go through the Technology fundamental assessment based on the pre onboarding online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the online Training completion of the program module, you will be eligible for a learning Incentive of INR 10,000.
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In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The above shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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

This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history – as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <https://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mohan Sekhar  
Senior Managing Director  
Lead, Advanced Technology Centers, India

[Insert full legal name]

**ANNEXURE - I**  
**COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934

(C) Joining Bonus
-------------------

Joining Bonus (Refer to the section C)	25,000
--	--------

(D) Additional Benefits	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

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**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

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

**Additional bonus-** of **INR 25,000** payable in the subsequent compensation revision cycle subject to, you complete 1 year of service with the company and payable as per company process, provided you are in the employment of the company at the time of pay-out and have not been subjected to any disciplinary proceedings/non-performance related issues. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of pay-out; then this whole amount shall be recovered from you.

**Note: For International Worker Only\***

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

\*As defined by applicable law from time to time.

**Benefits applicable for current Company financial year:**

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.

a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.

b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parents in-law and additional children under the separate

Insurance plan

2. Personal Accident coverage for self, up to three times your gross annual fixed compensation.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.



## **ANNEXURE - II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original mark sheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of provisional degree certificate or convocation degree certificate.
6. Pan Card.
7. Copy of Passport / Driving License/ Voter ID card.
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrollment number - this is needed to comply with the requirement of the regulatory authorities like - EPFO etc and Accenture does not require this as a photo identity proof.

8-Apr-21

CYB-HRD/APT/21-04/15898

Letter of Appointment

**Name: Adtl Raghunathrao Kothare**  
**Employee Code: 23347**

Dear Adtl,

Welcome to Cybage! We are delighted to have you as part of an ever growing and exciting company.

Further to your offer letter dated **23-Mar-21**, we are pleased to appoint you in our organization as **Trainee - Software Engineer** in the **Engineering** department with effect from **07-Apr-21** and you shall be located at our Pune office. Your employee code is **23347** and should be used in all official correspondence within the organization.

On joining the company, you will be on training for a minimum period of 3 months. The monthly stipend during your training period will be **Rs.18,000/-** (including Provident Fund & deductions will be as applicable).

Subject to successful completion of the training, your employment will be confirmed as **Software Engineer** and your total Compensation will be **Rs. 3,83,403/-** as detailed here under.

No.	Components of Salary	Amount Rs. (per annum)
<b>A</b>	<b>Monthly Salary components</b>	
i	Basic	1,80,000
ii	HRA	72,000
iii	Children Education Allowance	34,308
iv	Bonus \ Ex-Gratia*	34,308
v	LTA	22,464
vi	EPF Employer's Contribution	23,400
	<b>ANNUAL GROSS FIXED SALARY</b>	<b>3,66,480</b>
<b>B</b>	<b>Major benefits</b>	
vii	Gratuity	8,658
viii	Insurance-Medicaid	6,800
ix	Insurance-Term Life	1,665
	<b>TOTAL COMPENSATION (A+B)</b>	<b>3,83,403</b>
<b>C</b>	<b>Variable Pay</b>	<b>36,648</b>
<b>D</b>	<b>COST TO COMPANY (A+B+C)</b>	<b>4,20,051</b>

\*Details mentioned in the "Explanation of terms used" section in the next page.

### A. Components of Salary:

For details, please refer to the 'Explanation of terms used' below.

- i. **Stipend:**  
This is the base component of the salary to which many other components are linked. This amount is fully taxable.
- ii. **HRA:**  
This amount will not be taxable partially or fully, if you submit rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.
- iii. **Bonus \ Ex-Gratia:**  
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia".
- iv. **Employer's Contribution to Provident Fund:**  
This is calculated as 13.18% of all the above mentioned components (excluding HRA) or Rs.1,80,000, whichever is lesser.

### B. Other Benefits:

- i. **Gratuity:**  
The amount is calculated as 4.61% of your basic salary. This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased.  
The gratuity is computed as: Last drawn basic salary \* no. of years served \* 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.
- ii. **Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:
  - a. **Medical cover** of Rs.2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit to Rs 40,000/- for up to two children.
  - b. **Accidents cover** of Rs.10,00,000/- payable to beneficiary in case of death of employee. Cover payment for medical leaves by employee after accident at the rate of 1% of sum insured or Rs 10000/- whichever less. Does not include hospitalization cover.
  - c. **Term Life Insurance.** As per the company policy, you are eligible for Term Life Insurance. At present the insurance cover available for Cybage employees is seven (7) times of Annual Gross Fixed salary.  
The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.

**C. Variable Pay:**

This is the variable component of your salary based on Cybage's present policy. For the current financial year, the variable salary will be subject to the following conditions.

- a. Variable salary shall depend on the company performance and your performance for the period under evaluation.
- b. The variable component would be prorated based on the period for which the employee has worked with Cybage Software Pvt. Ltd. in the Financial Year and shall be paid to employees who have not resigned or not serving their notice period as on 31<sup>st</sup> March
- c. The Variable pay shall be calculated as 50% of Cybage Software Pvt Ltd.'s organic topline growth<sup>1</sup>. It means that if our organization hits "x" percentage top line growth, the variable payout would be "x/2".  
For example, if Cybage achieves 18% growth in a financial year, the corresponding variable payout will be 9%. On the maximum side, the variable payout will be capped to 10% of the annual gross fixed salary.
- d. The Variable pay reflected in the salary break-up is indicative and is based on the average of last 3 years' Variable pay-out.

**D. Income Tax:** Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. We urge you to maintain the confidentiality of your compensation details and any increments henceforth and not share it with others.

**E. The terms & conditions of your employment shall be as follows:****a. Transfer:**

Your services are transferable and you may be assigned to any office of Cybage or an associate company.

**b. Background Verification:**

Your appointment at Cybage is subject to the satisfactory completion of your background reference check which includes verification of your past employment details based on the documents / information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case, you are unable to furnish necessary documents / information required for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your Appointment irrespective of anything to the contrary in the Company's Policies.

**Passport:**

Every employee is required to possess a valid passport during his employment with Cybage Software Pvt. Ltd. In a case where an employee does not possess a valid passport at the time of joining the company, he / she is required to get one issued within three months from the date of joining, failing which an appropriate action shall be taken against such employee

c. **Confidentiality and return of materials:**

The Employee shall be required to maintain organizational secrecy and confidentiality in respect of information and procedures followed in the organization. The Employee shall not disclose any information / material(s) that are an intellectual property of Cybage Software Pvt Ltd., its associate companies or Clients.

Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

d. **Non-Competition:**

The Employee will not be allowed to carry on same or similar activity as undertaken by Cybage Software Pvt Ltd. in any capacity elsewhere without prior consent and notice of the Directors of the Company.

e. **Training:**

You will be on training for a minimum period of three months from your date of joining. Your confirmation will be based on successful completion of the training, failing which the stipend will continue. Based on your performance during the training, you may be transferred to other departments or your training may be extended or your services may be terminated. In this case the designation and salary will change accordingly. The period of training can be extended depending on the business requirement. All confirmations after training are made only on 1st day of a month. Thus, if the due date for confirmation of an employee, as per date of joining and period of training letter falls between the 1st and 15th day (both days inclusive) of a month, the employee will be confirmed on the 1st day of the same month. However, if the due date for confirmation of an employee as per date of joining and period of training falls between the 15th and the last day (both inclusive) of a month, the employee will be confirmed on the 1st day of the following month.

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent Cybage.

f. **Termination and Resignation**

**Termination:** Cybage reserves the right to terminate the services of an employee

a. With or without cause by providing one month's notice or one month's salary instead of the notice subject to the Disciplinary Policy of the Company, if applicable .

b. With cause and Without notice and / or compensation in the following cases:

- i. If the employee is on unauthorized leave, without sufficient reasons, for seven days or more
- ii. If the employee has engaged in act of Insubordination and / or any act of Disobedience / conduct constituting to behavioral misconduct or contravening the organizational policies laid down from time to time

- iii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force; or
- iv. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates
- v. If the employee is found guilty for any sexual harassment act done by him, then necessary action as per the provisions of the Sexual Harassment Policy shall be applicable.

Notwithstanding the foregoing, the sub - clause (a) shall not be applicable in the case termination by the Company is in accordance with sub point (e) of point (E).

**Resignation:**

For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

Further, if you resign or are terminated by Cybage for cause prior to completion of the said one year, any special expenses incurred by Cybage on your joining such as joining bonus, hiring allowance, notice buy-out etc. will be recovered from you, in addition to the damages mentioned above.

**g. Return of Assets:**

Upon resignation or termination from the company you are required to return all assets and property of the company such as documents, hardware, software, machines, data files, etc.

**h. Performance Appraisal:**

Individual performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

**i. Rules and Regulations:**

You will be subject to all rules and regulations of the company that are in force and shall abide by them until in employment with the organization. Cybage Software Pvt. Ltd. reserves the right to modify, alter the company's policies and reserves the right to vary or modify any or all of the above terms and conditions which shall be binding on you in lieu thereof, from time to time.

You will be governed by the code of conduct, discipline, rules and regulations as laid down by the Company, the same can be modified and updated from time to time, and these will be deemed to form an integral part of this contract of employment.

Upon termination of your employment, you will return to the Company all papers and documents which may at that time be in your possession, relating to the business or affairs of the Company or any of its associates or branches and you will not retain any copies or extracts therefrom.




Kindly return a copy of this appointment letter duly signed by you to the HR department.

Kindly check all the salary details with your offer letter and pay slip. In case of any discrepancy please drop a mail to [hrrforyou@cybage.com](mailto:hrrforyou@cybage.com)

We hope your association with Cybage will be mutually rewarding. Wish you all the best.

Sincerely,  
for Cybage Software Pvt. Ltd.

  
Elston Pimenta  
Head - HR

**Important Note:**

The Company has issued to you a list of documents to be submitted by you on the date of joining. This appointment letter is issued subject to you furnishing all necessary documents and satisfactory completion of your background check.

If you are unable to furnish necessary documents / information or if you furnish any misleading information or false documents, the contents of this Appointment letter shall be deemed null and void and your employment with the company shall stand terminated. In such an event, the company reserves the right to recover any sums paid to you till the date of termination.

I have carefully read the terms and conditions of my employment. I have understood the same and accept them entirely.

Name: **Aditi Raghunathrao Kothare**

Signature:

Date:

Place:



# Magazine3

#303 Shangrila Plaza, 3rd floor, Road  
Number 2, Park View Enclave, Jubilee  
Hills, Hyderabad, Telangana 500045

**30, May 2019**

Dear Firdous Sayyad,

In reference to your application, we would like to congratulate you on being selected for the Junior Support Developer (Full-Time) with Magazine3 Technologies based at Hyderabad. Your Joining is scheduled to start effective **03rd, June 2019**. All of us at Magazine3 are excited that you will be joining our team!

Your monthly Salary will be 10,000/- in words (Ten Thousand only). first Three months would be your probation period.

After completing your probation period you will get annual package of 1,80,000/- in words (One Lakhs Eighty thousand)

You should report for Joining at the following address:

**Magazine3 Technologies** #303 Shangrila Plaza, 3rd floor, Road Number 2, Park View  
Enclave, Jubilee Hills, Hyderabad, Telangana 500045

Again, congratulations and we look forward to working with you. Yours sincerely,

Mohammed Kaludi

Chief Technology Officer,  
Magazine3 Technologies

# BE YOURSELF, MAKE A DIFFERENCE.



**Strictly Private and Confidential**

**26-Dec-2019**

**Konika Sanjay Pampatwar**

C8429108

**Kanak, Kasturi Nagar, Lahoti compound, Latur, Maharashtra. -413512**

**9604016948**

Dear **Konika**,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

**Role - Application Development Associate**

**Career Level - Career level - 12**

**Talent Segment - Software Engineering**



Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Version 10.0 (Oct 2019)

1

Candidate's Signature \_\_\_\_\_

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter” program”). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

- Under the program, the nine learning modules hosted on a technology platform will prepare you to be code ready.
- Post onboarding/joining Accenture, and after the Induction you will need to go through the Technology fundamental assessment based on the pre onboarding online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the online Training completion of the program module, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help and guidance will be provided to you to clear the assessment.

Your employment with Accenture is subject to your successful completion of the assessment of the program, as mentioned above.

After you have cleared the Pre-Joiner Program; you will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

Upon joining the Company, an Accenture specific training program will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear as per the standard process outlined below. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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

This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history – as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <https://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mohan Sekhar  
Senior Managing Director  
Lead, Advanced Technology Centers, India

[Insert full legal name]

**ANNEXURE - I**  
**COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934

(C) Joining Bonus
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Joining Bonus (Refer to the section C)	25,000
--	--------

(D) Additional Benefits	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

- Your annual fixed compensation is INR 314,225. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

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

**Additional bonus-** of **INR 25,000** payable in the subsequent compensation revision cycle subject to, you complete 1 year of service with the company and payable as per company process, provided you are in the employment of the company at the time of pay-out and have not been subjected to any disciplinary proceedings/non-performance related issues. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of pay-out; then this whole amount shall be recovered from you.

**Note: For International Worker Only\***

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

\*As defined by applicable law from time to time.

**Benefits applicable for current Company financial year:**

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.

a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.

b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parents in-law and additional children under the separate

Insurance plan

2. Personal Accident coverage for self, up to three times your gross annual fixed compensation.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.



## **ANNEXURE - II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original mark sheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of provisional degree certificate or convocation degree certificate.
6. Pan Card.
7. Copy of Passport / Driving License/ Voter ID card.
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrollment number - this is needed to comply with the requirement of the regulatory authorities like - EPFO etc and Accenture does not require this as a photo identity proof.

17-Jul-2019

Dear Lamture Shrutika Bhalchandra,  
B.E-Com., computer science  
MS Bidwe College of Engineering



Candidate ID – 13524629

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

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.338,005/-**. This includes an annual incentive indication of **Rs.20,000/-** as well as Cognizant's contribution of **Rs.21,005/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your annual Total Remuneration (ATR) would stand revised to **Rs.383,755/-**. This includes an annual incentive indication of **Rs.20,000/-** as well as Cognizant's contribution of **Rs.21,755/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

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

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

Please note

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.
- Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

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

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.,**



Suresh Bethavandu

**Global Head-Talent Acquisition**

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

Signature :

Date:

## Annexure A

<b>Name:</b>	Lamtire Shrutika Bhalchandra	<b>Designation:</b>	Programmer Analyst Trainee
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Sl. No.	Description	Monthly	Yearly
1	Basic	8675	104,100
2	HRA @60% of basic*	5205	62,460
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1041	12,492
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	5779	69,348
	<b>Annual Gross Compensation</b>		<b>297,000</b>
	Incentive Indication (per annum)**		20,000
	<b>Annual Total Compensation</b>		<b>317,000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		16,000
	Gratuity		5,005
	<b>Annual Total Remuneration</b>		<b>338,005</b>

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

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

# PF is contributed at 12% of your basic. If you are an International worker, it is contributed at 12% of your monthly gross compensation excluding HRA.

\* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.

Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to

pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

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

24-Sep-2019

Dear Mayuri Deshmukh,  
B.E, Computer Science  
MS Bidwe College of Engineering



Candidate ID – 13576750

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

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.253,153/-**. This includes an annual incentive indication of **Rs.20,000/-**, as well as Cognizant's contribution of **Rs.19,750/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your annual Total Remuneration (ATR) would stand revised to **Rs.298,755/-**. This includes an annual incentive indication of **Rs.20,000/-**, as well as Cognizant's contribution of **Rs.20,355/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

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

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

Please note

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.
- Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

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

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.,**



Suresh Bethavandu

**Global Head-Talent Acquisition**

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

Signature :

Date:

## Annexure A

<b>Name:</b>	Mayuri Deshmukh	<b>Designation:</b>	Analyst Trainee
--------------	-----------------	---------------------	-----------------

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA @60% of basic*	2600	31,200
3	Company's contribution of PF #	1412.571429	16,951
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	4819	57,828
6	Company's Contribution of ESI @ 4.75% of Monthly Gross minus statutory exclusions	452	5,424
	<b>Annual Gross Compensation</b>		<b>213,403</b>
	Incentive Indication (per annum)**		20,000
	<b>Annual Total Compensation</b>		<b>233,403</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		16,000
	Gratuity		3,750
	<b>Annual Total Remuneration</b>		<b>253,153</b>

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

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

# PF is contributed at 12% of your basic. If you are an International worker, it is contributed at 12% of your monthly gross compensation excluding HRA.

\* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.

Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to

welcoming you to Cognizant.

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



16-Mar-2021

Govind Kore  
Kalyankar Niwas, Main road, At.Po.Andhori  
Ta.Ahmedpur, Dist.Latur  
Latur, Maharashtra, India- 413523

**Subject: Offer of Employment**

Dear Govind,

We are pleased to extend this offer of employment with Evolent Health International Private Limited (hereinafter referred to as "the Company") as **Associate Software Engineer** in our Pune office, address for which is: 9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001

The major terms & conditions of this offer with the Company are set forth below.

Designation: **Associate Software Engineer**

Latest Start Date: **29-Mar-2021**

Annual Base Salary: You will be paid an annual compensation of ₹ **5,50,000/-** the breakup for which is shown in Annexure-A. This is a full-time salaried position for which no additional compensation for overtime is due.

Corporate Bonus: You will be eligible to receive an annual performance bonus. The Company will target the bonus at **3% of your Fixed Compensation**. The performance targets will be established by the Company and communicated at the beginning of the calendar year thereafter. Your Target Bonus will be prorated for the joining year based on your start date with the Company.

The bonus calculation will also be subject to:

- a) your employment for the full period covered by the bonus;
- b) Company achievement of Board established goals sufficient to fund the bonus payments; and
- c) approval by and adjustment at the discretion of the compensation committee Board of Directors. The bonus will be paid only if you are still working on the rolls of the Company at the time of the payout, and have not resigned.

The annual performance bonus, if any, shall usually be paid in the first quarter of the calendar year following the calendar year for which such bonus was earned. Bonus is payable subject to the employee not serving the notice period at the time

**Evolent Health International Private Limited**

Registered Office :9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001  
CIN # U72900PN2016FTC158737 Phone # +91 20 67400300 Website : [www.EvolentHealth.com](http://www.EvolentHealth.com)

A handwritten signature in blue ink, appearing to be "Govind", is located in the bottom right corner of the document.

of payout and has worked for at least 4 consecutive months in the assessment year.

**Health Insurance:** The Company will provide hospitalization expense coverage for self and immediate family members as per a Group Medical Insurance policy, terms of which would be reviewed each year by the Company at its sole discretion.

**Other Benefits:** As an employee of the Company, you will be eligible to participate in employee benefits plans generally available to similarly situated employees, subject to the terms and conditions of those plans and to the extent permitted hereunder. The Company reserves the right to revise the benefits from time to time.

**Provident Fund:** Employee Provident Fund is at 12% of Fixed Compensation but capped at ₹ 1800 per month for Indian Citizens.

**Paid Time Off:** As an employee of the company you will be entitled to Paid Time Off as per the procedures laid down by the company.

**Termination:** You will be under probation for the first 3 months from the date of joining. This may be extended explicitly, depending upon your performance during the probation period, solely at the discretion of the Company. During the probation period, your employment can be terminated by giving a two week notice or equivalent base pay in lieu thereof. In case of termination for cause by the Company, there would be no need of any notice or equivalent base pay in lieu.

At the end of the probation period or the extended probation period, as the case may be, if your performance is found to be satisfactory, your employment with the Company will be deemed to be confirmed. Following the probation period and confirmation, your employment can be terminated by either party by giving a 60 calendar days' notice or equivalent base pay in lieu thereof.

**Warrantees:** a) You warrant that there is no contract, restrictive covenant, or other provision that would in any way restrict, impair, curtail, prevent or in any other way limit your ability to perform any of your duties for the Company. You agree that, upon request of the company, you will provide all the contracts, employment agreement/s or similar documents pertaining to your professional and academic career.

b) You warrant that you will not, during the course of your employment with the Company or any subsidiary or affiliate thereof, use, transfer, communicate or implement any trade secrets, intellectual property or other confidential information belonging to or owned by any prior employer or other entity, to or

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A handwritten signature in blue ink, appearing to be "S. Singh", located in the bottom right corner of the document.

for the benefit of the Company or any subsidiary affiliate thereof. You agree to sign a contract to this effect as a part of your joining formalities or any time later.

c) This offer is extended based on the information furnished by you. If at any time it is revealed that the information furnished during the course is false/misleading/insufficient, the Company will be free to terminate your services at any time without notice or compensation in lieu thereof.

**Travel:** You may be required to travel to the Company's or parent/related companies' locations (domestic or overseas) for the purpose of meetings and/or training. You agree to abide by the Company's domestic/onsite deputation guidelines in that case.

**Work hours:** You will be required to work in shifts based on the job requirement. The attendance will be governed by the attendance & access guidelines of the organization.

**Relocation:** The Company would reimburse you one-way travel fare for yourself and your immediate family by the most cost-effective yet convenient mode of transport. In addition, the Company would reimburse you the cost of transporting of household goods as per the prevailing policy, which lays down the upper limit for the reimbursement based on the distance between your place of stay at present and Pune. The amount will be recoverable in case the tenure of service is less than one year from the date of joining.

The offer is subject to the background verification clearance and medical fitness. You will be issued a detailed appointment letter upon joining the Company.

If you accept this offer of employment, your employment will be "at will." This means that either you or the Company may terminate this employment relationship at any time for any reason, with or without cause. No one has the authority to change this "at will" nature of your employment except by written agreement duly signed by both parties. This "at will" agreement will be in effect throughout your employment with the Company, regardless of the terms of any compensation plans or other programs offered.

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A handwritten signature in blue ink, appearing to be "Siddhant", is located in the bottom right corner of the page.

We would be pleased and excited to have you join the Evolent team. If you have questions regarding the terms of this offer, please contact **Pune\_Talent@EvolentHealth.com** at any time. Please confirm the acceptance of your offer by signing a hard copy of this offer letter and uploading a scanned copy on the onboarding portal as early as possible, but no later than within 3 days of this letter. Please note that the offer will stand automatically revoked if we do not get your acceptance within the stipulated time. Your offer will also stand automatically revoked if you do not join by the date specified by you in your acceptance.

Best regards,



Nitin Deshpande  
President, EHI

---

#### Acceptance

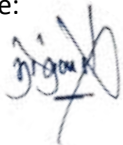
I, **Govind Gangadhar Kore**, hereby accept this offer and the terms and conditions therein and will join the Company on **29/03/2021**.

Place: **Pune**

Name: **Govind Gangadhar Kore**

Date: **28/04/2021**

Signature:



**Evolent Health International Private Limited**

Registered Office :9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001  
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**ANNEXURE – A**  
**Compensation & Benefits structure**

Salary Components	Percentage / Monthly limit	Notes	Salary per annum ₹
Basic Salary	40%	of Fixed Compensation	₹ 2,20,000
House Rent Allowance (HRA)	40%	of Basic Salary	₹ 88,000
Statutory Bonus	₹ 1250	Fixed amount @ ₹ 1250 per month	₹ 15,000
Provident Fund (Employers Contribution)	12%	of Fixed Comp (capped at ₹ 1800 per month for Indian Citizens)	₹ 21,600
Personal Pay Flexi-basket *		Balancing amount for fixed compensation. Tax benefits can be availed based on the flexi-basket declaration	₹ 2,05,400
<b>FIXED COMPENSATION (A)</b>			<b>₹ 5,50,000</b>
Performance Linked Bonus Target**	3%	of Fixed Compensation. Max potential. Actual payout calculated based on individual performance and achievement of company performance goals. Final Bonus Plan funding is at the discretion of the Evolent Health board and Chief Executive Officer of the Company.	₹ 16,500
<b>FIXED + VARIABLE COMPENSATION (B)</b>			<b>₹ 5,66,500</b>
Education Assistance Plan	8.33%	of Fixed Compensation as reimbursements against allowed education expenses as per policy	₹ 45,833
Gratuity	4.81%	of basic salary, eligibility for payment is as per Payment of Gratuity Act of 1972 wherein the employee must complete 4 years and 240 days of continuous service with the Company.	₹ 10,582
Group Mediciam Insurance, Personal Accident Insurance and Term Life Insurance	Varies year to year depending on policy performance	Group Mediciam Insurance coverage of ₹3 lakh for self + spouse + 2 dependent children. Group Personal Accident policy coverage for self (Twice the annual fixed compensation). Group Term Life Insurance for self (Thrice the annual fixed compensation).	₹ 12,940
<b>BENEFITS (C)</b>			<b>₹ 69,355</b>
<b>TOTAL COMPENSATION (A+B+C)</b>			<b>₹ 6,35,855</b>

**Evolent Health International Private Limited**

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* Flexi - basket recommended table (Each employee can choose up to the maximum eligible amounts that have been illustrated below)			
Flexi-basket options	Percentage / Monthly limit	Annual Limit	Max Annual Limit
Leave Travel Assistance (LTA)	8.33%	One month's fixed compensation subject to max ₹1 lakh per annum. Tax benefit on submission of bills as per Income Tax rules.	₹45,833
National Pension Scheme (NPS) - Tier 1 Account - Employer's contribution		Tax benefit up to 10% of basic salary under Section 80CCD (2)	As per declaration
Voice & Data reimbursement (VDR)	₹ 2000	Mobile/Landline/Data card/DSL/Internet Leased Line reimbursement against submission of bills. Applicable only for post-paid connections in the name of the employee.	₹ 24,000
Health Club Facility	₹ 1250	Reimbursement against submission of bills in the name of the employee	₹ 15,000
Purchase of Mobile Handset	₹ 2000	Tax benefit available against submission of bill for a single annual purchase of mobile handset in the name of the employee.	₹ 24,000
Children's Education Allowance (CEA)	₹ 200	Tax benefit of ₹ 100/- per child per month, subject to a maximum of two children.	₹ 2,400
Children Hostel Allowance (CHA)	₹ 300	Tax benefit of ₹ 300/- per child per month, subject to a maximum of two children.	₹ 3,600
Fuel Reimbursement	₹ 2400	Tax benefit available upto a max limit based on the following vehicle type and submission of original fuel receipts. One-time declaration and vehicle registration copy in the name of the employee need to be submitted. - 2 wheeler ₹900 per month - 4 wheeler with engine capacity upto 1600 cc ₹1800 per month - 4 wheeler with engine capacity above 1600 cc ₹2400 per month	₹ 28,800

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Benefits apart from the above Total Compensation:			
Parental Insurance Policy (self-paid)		<p>Parental coverage negotiated for employees on self-pay basis. Premium paid by company and recovered in 3 instalments with the notional interest perquisite applicable and approx. @ 1% p.m.</p> <p>No interest perquisite would be added to gross income where the amount of loan does not exceed INR 20,000 in aggregate during the tax year.</p>	
Shift Allowance		Shift allowance paid per shift for perceived hardship of working in odd hours (Morning ₹200, Afternoon ₹300, Evening ₹350, Night ₹400)	
On-call Allowance		Payable for being available on-call for work if needed, on weekly offs or holidays. Paid at ₹125 flat per day plus ₹125 per hour of on-line work, if any.	
Travel Allowance		Payable for working in odd shifts and opting for not using company provided transport. Calculated @ ₹10 per km for the shortest google distance between office and home.	
Typical Deductions			
Provident Fund	12.00%	of Fixed Comp (capped at ₹1800 per month for Indian Citizens) each for employer and employee	₹ 21,600
Voluntary Provident Fund (VPF)	Maximum upto 88%	Tax benefit available upto a maximum of ₹1.5 lakh per annum under section 80C. Amount/percentage can be declared only once a year and no amendments permitted during the year.	As per declaration
Profession Tax	₹ 200	Monthly deduction. ₹300 for March	₹ 2,500
Maharashtra Labour Welfare Fund		Half yearly deduction in June and December of ₹12 each (for non-managerial roles)	₹ 24
Parental Insurance advance recovery		Optional based on coverage selected and over 3 months from the time the company pays it	As per selection
Income Tax Deduction at Source		Calculated based on the income, flexi-basket and investment declarations as per the Income Tax Act	As per tax laws

**Evolent Health International Private Limited**

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\*\*\* Work setup allowance:

All employees will be paid ₹ 1,000 per month as WFH allowance in case of forced work from home e. g. Pandemic

This allowance is applicable only till we mandatorily work from home.

More details will be available in the policy document.

Your compensation will be subject to statutory and legal deductions as may be applicable from time to time, such as your contribution to provident fund, income tax deductible at source, profession tax, etc. The compensation structure may be revised based on changes in taxation rules or other statutory guidelines, keeping the Fixed compensation the same.

\*Bonus plan pay-outs are calculated based on individual performance and achievement of company performance goals. Final Bonus Plan funding is at the discretion of the Evolent Health board and Chief Executive Officer of the Company. Bonus is payable subject to the employee not serving the notice period at the time of payout and has worked for at least 4 consecutive months in the assessment year.

**Evolent Health International Private Limited**

Registered Office :9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001

CIN # U72900PN2016FTC158737 Phone # +91 20 67400300 Website : [www.EvolentHealth.com](http://www.EvolentHealth.com)

A handwritten signature in blue ink, appearing to be "Nigam", located in the bottom right corner of the page.



16-Mar-2021

Govind Kore  
Kalyankar Niwas, Main road, At.Po.Andhori  
Ta.Ahmedpur, Dist.Latur  
Latur, Maharashtra, India- 413523

**Subject: Offer of Employment**

Dear Govind,

We are pleased to extend this offer of employment with Evolent Health International Private Limited (hereinafter referred to as "the Company") as **Associate Software Engineer** in our Pune office, address for which is: 9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001

The major terms & conditions of this offer with the Company are set forth below.

Designation: **Associate Software Engineer**

Latest Start Date: **29-Mar-2021**

Annual Base Salary: You will be paid an annual compensation of ₹ **5,50,000/-** the breakup for which is shown in Annexure-A. This is a full-time salaried position for which no additional compensation for overtime is due.

Corporate Bonus: You will be eligible to receive an annual performance bonus. The Company will target the bonus at **3% of your Fixed Compensation**. The performance targets will be established by the Company and communicated at the beginning of the calendar year thereafter. Your Target Bonus will be prorated for the joining year based on your start date with the Company.

The bonus calculation will also be subject to:

- a) your employment for the full period covered by the bonus;
- b) Company achievement of Board established goals sufficient to fund the bonus payments; and
- c) approval by and adjustment at the discretion of the compensation committee Board of Directors. The bonus will be paid only if you are still working on the rolls of the Company at the time of the payout, and have not resigned.

The annual performance bonus, if any, shall usually be paid in the first quarter of the calendar year following the calendar year for which such bonus was earned. Bonus is payable subject to the employee not serving the notice period at the time

**Evolent Health International Private Limited**

Registered Office :9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001  
CIN # U72900PN2016FTC158737 Phone # +91 20 67400300 Website : [www.EvolentHealth.com](http://www.EvolentHealth.com)

A handwritten signature in blue ink, appearing to be "Govind", is located in the bottom right corner of the document.

of payout and has worked for at least 4 consecutive months in the assessment year.

**Health Insurance:** The Company will provide hospitalization expense coverage for self and immediate family members as per a Group Medical Insurance policy, terms of which would be reviewed each year by the Company at its sole discretion.

**Other Benefits:** As an employee of the Company, you will be eligible to participate in employee benefits plans generally available to similarly situated employees, subject to the terms and conditions of those plans and to the extent permitted hereunder. The Company reserves the right to revise the benefits from time to time.

**Provident Fund:** Employee Provident Fund is at 12% of Fixed Compensation but capped at ₹ 1800 per month for Indian Citizens.

**Paid Time Off:** As an employee of the company you will be entitled to Paid Time Off as per the procedures laid down by the company.

**Termination:** You will be under probation for the first 3 months from the date of joining. This may be extended explicitly, depending upon your performance during the probation period, solely at the discretion of the Company. During the probation period, your employment can be terminated by giving a two week notice or equivalent base pay in lieu thereof. In case of termination for cause by the Company, there would be no need of any notice or equivalent base pay in lieu.

At the end of the probation period or the extended probation period, as the case may be, if your performance is found to be satisfactory, your employment with the Company will be deemed to be confirmed. Following the probation period and confirmation, your employment can be terminated by either party by giving a 60 calendar days' notice or equivalent base pay in lieu thereof.

**Warrantees:** a) You warrant that there is no contract, restrictive covenant, or other provision that would in any way restrict, impair, curtail, prevent or in any other way limit your ability to perform any of your duties for the Company. You agree that, upon request of the company, you will provide all the contracts, employment agreement/s or similar documents pertaining to your professional and academic career.

b) You warrant that you will not, during the course of your employment with the Company or any subsidiary or affiliate thereof, use, transfer, communicate or implement any trade secrets, intellectual property or other confidential information belonging to or owned by any prior employer or other entity, to or

**Evolent Health International Private Limited**

Registered Office :9<sup>th</sup> Floor, Sai Radhe, Behind Sheraton Grand, RBM Road, Pune 411 001

CIN # U72900PN2016FTC158737 Phone # +91 20 67400300 Website : [www.EvolentHealth.com](http://www.EvolentHealth.com)

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for the benefit of the Company or any subsidiary affiliate thereof. You agree to sign a contract to this effect as a part of your joining formalities or any time later.

c) This offer is extended based on the information furnished by you. If at any time it is revealed that the information furnished during the course is false/misleading/insufficient, the Company will be free to terminate your services at any time without notice or compensation in lieu thereof.

**Travel:** You may be required to travel to the Company's or parent/related companies' locations (domestic or overseas) for the purpose of meetings and/or training. You agree to abide by the Company's domestic/onsite deputation guidelines in that case.

**Work hours:** You will be required to work in shifts based on the job requirement. The attendance will be governed by the attendance & access guidelines of the organization.

**Relocation:** The Company would reimburse you one-way travel fare for yourself and your immediate family by the most cost-effective yet convenient mode of transport. In addition, the Company would reimburse you the cost of transporting of household goods as per the prevailing policy, which lays down the upper limit for the reimbursement based on the distance between your place of stay at present and Pune. The amount will be recoverable in case the tenure of service is less than one year from the date of joining.

The offer is subject to the background verification clearance and medical fitness. You will be issued a detailed appointment letter upon joining the Company.

If you accept this offer of employment, your employment will be "at will." This means that either you or the Company may terminate this employment relationship at any time for any reason, with or without cause. No one has the authority to change this "at will" nature of your employment except by written agreement duly signed by both parties. This "at will" agreement will be in effect throughout your employment with the Company, regardless of the terms of any compensation plans or other programs offered.

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We would be pleased and excited to have you join the Evolent team. If you have questions regarding the terms of this offer, please contact **Pune\_Talent@EvolentHealth.com** at any time. Please confirm the acceptance of your offer by signing a hard copy of this offer letter and uploading a scanned copy on the onboarding portal as early as possible, but no later than within 3 days of this letter. Please note that the offer will stand automatically revoked if we do not get your acceptance within the stipulated time. Your offer will also stand automatically revoked if you do not join by the date specified by you in your acceptance.

Best regards,



Nitin Deshpande  
President, EHI

---

#### Acceptance

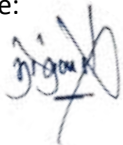
I, **Govind Gangadhar Kore**, hereby accept this offer and the terms and conditions therein and will join the Company on **29/03/2021**.

Place: **Pune**

Name: **Govind Gangadhar Kore**

Date: **28/04/2021**

Signature:



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**ANNEXURE – A**  
**Compensation & Benefits structure**

Salary Components	Percentage / Monthly limit	Notes	Salary per annum ₹
Basic Salary	40%	of Fixed Compensation	₹ 2,20,000
House Rent Allowance (HRA)	40%	of Basic Salary	₹ 88,000
Statutory Bonus	₹ 1250	Fixed amount @ ₹ 1250 per month	₹ 15,000
Provident Fund (Employers Contribution)	12%	of Fixed Comp (capped at ₹ 1800 per month for Indian Citizens)	₹ 21,600
Personal Pay Flexi-basket *		Balancing amount for fixed compensation. Tax benefits can be availed based on the flexi-basket declaration	₹ 2,05,400
<b>FIXED COMPENSATION (A)</b>			<b>₹ 5,50,000</b>
Performance Linked Bonus Target**	3%	of Fixed Compensation. Max potential. Actual payout calculated based on individual performance and achievement of company performance goals. Final Bonus Plan funding is at the discretion of the Evolent Health board and Chief Executive Officer of the Company.	₹ 16,500
<b>FIXED + VARIABLE COMPENSATION (B)</b>			<b>₹ 5,66,500</b>
Education Assistance Plan	8.33%	of Fixed Compensation as reimbursements against allowed education expenses as per policy	₹ 45,833
Gratuity	4.81%	of basic salary, eligibility for payment is as per Payment of Gratuity Act of 1972 wherein the employee must complete 4 years and 240 days of continuous service with the Company.	₹ 10,582
Group Mediciam Insurance, Personal Accident Insurance and Term Life Insurance	Varies year to year depending on policy performance	Group Mediciam Insurance coverage of ₹3 lakh for self + spouse + 2 dependent children. Group Personal Accident policy coverage for self (Twice the annual fixed compensation). Group Term Life Insurance for self (Thrice the annual fixed compensation).	₹ 12,940
<b>BENEFITS (C)</b>			<b>₹ 69,355</b>
<b>TOTAL COMPENSATION (A+B+C)</b>			<b>₹ 6,35,855</b>

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* Flexi - basket recommended table (Each employee can choose up to the maximum eligible amounts that have been illustrated below)			
Flexi-basket options	Percentage / Monthly limit	Annual Limit	Max Annual Limit
Leave Travel Assistance (LTA)	8.33%	One month's fixed compensation subject to max ₹1 lakh per annum. Tax benefit on submission of bills as per Income Tax rules.	₹45,833
National Pension Scheme (NPS) - Tier 1 Account - Employer's contribution		Tax benefit up to 10% of basic salary under Section 80CCD (2)	As per declaration
Voice & Data reimbursement (VDR)	₹ 2000	Mobile/Landline/Data card/DSL/Internet Leased Line reimbursement against submission of bills. Applicable only for post-paid connections in the name of the employee.	₹ 24,000
Health Club Facility	₹ 1250	Reimbursement against submission of bills in the name of the employee	₹ 15,000
Purchase of Mobile Handset	₹ 2000	Tax benefit available against submission of bill for a single annual purchase of mobile handset in the name of the employee.	₹ 24,000
Children's Education Allowance (CEA)	₹ 200	Tax benefit of ₹ 100/- per child per month, subject to a maximum of two children.	₹ 2,400
Children Hostel Allowance (CHA)	₹ 300	Tax benefit of ₹ 300/- per child per month, subject to a maximum of two children.	₹ 3,600
Fuel Reimbursement	₹ 2400	Tax benefit available upto a max limit based on the following vehicle type and submission of original fuel receipts. One-time declaration and vehicle registration copy in the name of the employee need to be submitted. - 2 wheeler ₹900 per month - 4 wheeler with engine capacity upto 1600 cc ₹1800 per month - 4 wheeler with engine capacity above 1600 cc ₹2400 per month	₹ 28,800

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Benefits apart from the above Total Compensation:			
Parental Insurance Policy (self-paid)		<p>Parental coverage negotiated for employees on self-pay basis. Premium paid by company and recovered in 3 instalments with the notional interest perquisite applicable and approx. @ 1% p.m.</p> <p>No interest perquisite would be added to gross income where the amount of loan does not exceed INR 20,000 in aggregate during the tax year.</p>	
Shift Allowance		Shift allowance paid per shift for perceived hardship of working in odd hours (Morning ₹200, Afternoon ₹300, Evening ₹350, Night ₹400)	
On-call Allowance		Payable for being available on-call for work if needed, on weekly offs or holidays. Paid at ₹125 flat per day plus ₹125 per hour of on-line work, if any.	
Travel Allowance		Payable for working in odd shifts and opting for not using company provided transport. Calculated @ ₹10 per km for the shortest google distance between office and home.	
Typical Deductions			
Provident Fund	12.00%	of Fixed Comp (capped at ₹1800 per month for Indian Citizens) each for employer and employee	₹ 21,600
Voluntary Provident Fund (VPF)	Maximum upto 88%	Tax benefit available upto a maximum of ₹1.5 lakh per annum under section 80C. Amount/percentage can be declared only once a year and no amendments permitted during the year.	As per declaration
Profession Tax	₹ 200	Monthly deduction. ₹300 for March	₹ 2,500
Maharashtra Labour Welfare Fund		Half yearly deduction in June and December of ₹12 each (for non-managerial roles)	₹ 24
Parental Insurance advance recovery		Optional based on coverage selected and over 3 months from the time the company pays it	As per selection
Income Tax Deduction at Source		Calculated based on the income, flexi-basket and investment declarations as per the Income Tax Act	As per tax laws

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\*\*\* Work setup allowance:

All employees will be paid ₹ 1,000 per month as WFH allowance in case of forced work from home e. g. Pandemic

This allowance is applicable only till we mandatorily work from home.

More details will be available in the policy document.

Your compensation will be subject to statutory and legal deductions as may be applicable from time to time, such as your contribution to provident fund, income tax deductible at source, profession tax, etc. The compensation structure may be revised based on changes in taxation rules or other statutory guidelines, keeping the Fixed compensation the same.

\*Bonus plan pay-outs are calculated based on individual performance and achievement of company performance goals. Final Bonus Plan funding is at the discretion of the Evolent Health board and Chief Executive Officer of the Company. Bonus is payable subject to the employee not serving the notice period at the time of payout and has worked for at least 4 consecutive months in the assessment year.

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Candidate ID: 2422538 /430763,

Date of Joining: 03/12/2020,

Joining Location: Pune,

Designation: Analyst,

**Dear Shubhangi Tuljaram Hande,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Pune office, for joining formalities as per the address mentioned below:

**Address**

Ground to 14th Floor of Development Block 1, Plot No 14,  
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057

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
	<p>Employment Documents:</p> <p><b><u>Current Employment( Immediate Previous)</u></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>2. b) Payslips for last 3 months</p> <p>c) Form 16</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><u>Previous Employment</u></b></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><b><u>Education Documents</u></b></p> <p>a) 10 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><u>Proof of identity/ Address</u></b></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>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><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></b></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</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.

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.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

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## **EMPLOYMENT OFFER LETTER**

Capgemini Ref: 2422538 /430763,

03/11/2020,

Shubhangi Tuljaram Hande  
sirsal, lamjana, ausa,  
latur ,  
India

**Confidential**

**Dear Shubhangi Tuljaram Hande,**

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 **03/12/2020** (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 location **Pune**

C) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 300,003.00 ( Rupees Three Lakh and Three 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:

Shubhangi Tuljaram Hande,

Analyst

Total Cost to Company (CTC).

Rs.300,003.00

Monthly Components	Per Month	Annualized
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,138.00	Rs 49,656.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 2,980.00	Rs. 35,760.00
<b>Gross monthly salary</b>	<b>Rs.22,118.00</b>	<b>Rs. 265,416.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
<b>Total Fixed Compensation</b>		<b>Rs.292,788.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,788.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		<b>Rs. 7,215.00</b>
Capgemini contribution to ESI		Rs.0.00
<b>Total Cost to Company</b>		<b>Rs. 300,003.00</b>

# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

**Notes:**

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.
- # This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

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

1. Provident Fund- You will be covered under the Capgemini 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- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

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.

E.) 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.

F.) Probationary Period:

1. You will be on probation for 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.

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

H.) 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 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 degree marks sheet and/or certificate, 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 12-March-2020, 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 will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In 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.

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.

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

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi  
Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)

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**



Jaideep Chavan  
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.

---

**Name: Shubhangi Tuljaram Hande**

**Date: 03/11/2020**

## **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 anytime 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 anytime 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 person 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 Capgemini'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, 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 alongwith 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:



February 6, 2020

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Siddhi Sanjay Kshirsagar

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate Systems Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.







February 6, 2020

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Siddhi Sanjay Kshirsagar

We are pleased to offer you the position of Associate Systems Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 58% throughout your education, failing which IBM may, at its sole discretion, withdraw this offer of employment.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e February 17, 2020. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to [eschoolhiring@in.ibm.com](mailto:eschoolhiring@in.ibm.com)

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organisation, as well as for any other purposes that may be required by statutory



and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
  - Voter ID card
  - Driving Licence
  - Aadhaar Card
  - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :– Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via [eschoolhiring@in.ibm.com](mailto:eschoolhiring@in.ibm.com) for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including



outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. You are also expected to successfully complete and pass the Company's final assessments, which shall be administered at the end of your training period. Failure to pass these assessments, as determined solely by the Company, may result in termination from the services of the Company. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.



- You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
- You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
- You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
- Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediciam Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance – A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) – no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.





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ANNEXURE A

DATE	February 6, 2020		
NAME	Siddhi Sanjay Kshirsagar	BAND	06G
DESIGNATION	Associate Systems Engineer	LOCATION	BANGALORE
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		214760	
3. Annual Reference Salary (ARS)		394760	
4. Retirals			
a) Provident Fund (PF)		21600	
b) Gratuity @ 4.8%		8640	
5. Annual Reference Salary + Retirals		425000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.



#### OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

#### OTHER COMMITMENTS/ CONDITIONS





The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*



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### Other Benefits– Additional Information\*

#### Group Term Life and Accident Rider Coverage Scheme

##### Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

##### Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

##### Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

*\*Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

##### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.



#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- ( at 50% Co-pay) is also provided to employees who participate in the Group Medclaim Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

#### Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

##### 1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.



3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.



Important Letter on Transfer / Relocation / Type of Work Assigned

Date – February 6, 2020

Dear Siddhi Kshirsagar,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location / assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to **eschoolhiring@in.ibm.com**

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation. (b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology



security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of





protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.



Employee's Full Name	Employee's Signature	Employee Serial No.	Date



February 6, 2020

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Siddhi Sanjay Kshirsagar

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate Systems Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





February 6, 2020

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Siddhi Sanjay Kshirsagar

We are pleased to offer you the position of Associate Systems Engineer, in band 06G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 58% throughout your education, failing which IBM may, at its sole discretion, withdraw this offer of employment.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e February 17, 2020. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045.

If you have questions about your First Day Documentation, send an email to [eschoolhiring@in.ibm.com](mailto:eschoolhiring@in.ibm.com)

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organisation, as well as for any other purposes that may be required by statutory



and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
  - Voter ID card
  - Driving Licence
  - Aadhaar Card
  - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :– Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via **[eschoolhiring@in.ibm.com](mailto:eschoolhiring@in.ibm.com)** for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including



outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 100000/- (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. You are also expected to successfully complete and pass the Company's final assessments, which shall be administered at the end of your training period. Failure to pass these assessments, as determined solely by the Company, may result in termination from the services of the Company. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.



- You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
- You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
- You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
- Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediciam Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.



- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance – A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 15th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) – no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.







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ANNEXURE A

DATE	February 6, 2020		
NAME	Siddhi Sanjay Kshirsagar	BAND	06G
DESIGNATION	Associate Systems Engineer	LOCATION	BANGALORE
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		214760	
3. Annual Reference Salary (ARS)		394760	
4. Retirals			
a) Provident Fund (PF)		21600	
b) Gratuity @ 4.8%		8640	
5. Annual Reference Salary + Retirals		425000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.



#### OTHER BENEFITS:

- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

#### OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

-----

DATE

-----



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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*



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### Other Benefits– Additional Information\*

#### Group Term Life and Accident Rider Coverage Scheme

##### Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

##### Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

##### Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

*\*Subject to enrolling the new dependent within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

##### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.



#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- ( at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

#### Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

##### 1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.



3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.





Important Letter on Transfer / Relocation / Type of Work Assigned

Date – February 6, 2020

Dear Siddhi Kshirsagar,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location / assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to [eschoolhiring@in.ibm.com](mailto:eschoolhiring@in.ibm.com)

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



**IBM CONFIDENTIAL**

**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation. (b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology



security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of



protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.



Employee's Full Name	Employee's Signature	Employee Serial No.	Date

Date: **April 07, 2021**

**Letter of Offer**

Dear Aditi Kothare,

Further to your interview dated **February 20, 2021**, we are pleased to offer you the position of **Trainee - Software Engineer** with our organization.

On joining the company, you will be on training for a minimum period of 3 months. The monthly stipend during your training period will be **Rs. 18,000/-** (including Provident Fund & deductions will be as applicable).

Subject to successful completion of the training, your employment will be confirmed as **Software Engineer**.

Please refer to the attached Annexure-1 for your salary structure and an explanation of its components.

Upon joining, you will be subject to the employee policies and practices of the Company. A summary of the present policies is included as Annexure-2 to this letter of offer for your reference. Also refer Annexure-3 for the list of documents to be submitted.

You are required to join duties with effect from **April 07, 2021** for this offer to be valid.

Kindly report at the following address, at 9:15 a.m. on your date of joining –

Cybage software Pvt. Ltd.  
7th Floor, Tower-B, EON Kharadi Infrastructure Pvt. Ltd. SEZ,  
Phase- II, S. No. 72/2/1, Kharadi,  
Pune – 411014, Maharashtra

Cybage holds the right to cancel this offer with or without a reason at any time before you joining. Cybage may defer and/or cancel this offer at any time before or after your joining in case any information furnished by you is found incorrect or misleading.

We look forward to your joining Cybage at the earliest and wish you a successful career with us.

Thanking you,

Sincerely,  
For Cybage Software Pvt. Ltd.



Swati Patil  
Group Manager – Talent Acquisition

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**Cybage Software Pvt. Ltd.**

(An ISO 27001 Company)

Survey No 13A/1+2+3/1 Wadgaon Sheri, Pune 411014, INDIA. Tel: +91-20-66044700, Fax: +91-2066041701

[www.cybage.com](http://www.cybage.com)

## ANNEXURE-1

### SALARY BREAK-UP

Aditi Kothare

Name: \_\_\_\_\_  
 Designation: Software Engineer  
 Date Of Joining: April 07, 2021  
 Department: Engineering  
 Primary Skill: Fresher  
 Location: Pune

No.	Components of Salary	Amount Rs. (per annum)
<b>A</b>	<b>Monthly Salary components</b>	
i	Basic	180,000
ii	HRA	72,000
iii	Children Education Allowance	34,308
iv	Bonus \ Ex-Gratia*	34,308
v	LTA	22,464
vi	EPF Employer's Contribution	23,400
	<b>ANNUAL GROSS FIXED SALARY</b>	<b>366,480</b>
<b>B</b>	<b>Major benefits</b>	
vii	Gratuity	8,658
viii	Insurance-Medicaid	6,600
ix	Insurance-Term Life	1,665
	<b>TOTAL COMPENSATION (A+B)</b>	<b>383,403</b>
<b>C</b>	<b>Variable Pay</b>	<b>36,648</b>
<b>D</b>	<b>COST TO COMPANY (A+B+C)</b>	<b>420,051</b>

\*Details mentioned in the "Explanation of terms used" section in the next page.

## Explanation of terms used:

- i. **Basic:** This is the base component of the salary to which many other components are linked. This amount is fully taxable.
- ii. **HRA:** This amount will not be taxable if you submit appropriate rent agreement and rent receipts. Tax benefit calculation will be done on the basis of provisions of Income Tax Act, 1961.
- iii. **Children Education Allowance:** This amount can be claimed as non-taxable by producing school fee receipts of your children to a maximum of Rs. 1200/- per child per year, for two children. (This can be claimed over & above deduction U/s 80 C of Rs. 150000/-)
- iv. **Bonus \ Ex-Gratia:**  
As per the statutory regulation, if you are covered under the payment of Bonus act, this component will be paid as "Bonus" if not this will be paid as "Ex-Gratia"
- v. **LTA:** Leave Travel Allowance is a part of your monthly gross salary. You will receive this component on a monthly basis. On submission of required travel proofs, the total amount of the bills produced or the maximum amount of LTA, whichever is less will be considered as non-taxable. In case you have not travelled, you will still receive this amount, as a taxable component of your salary. Tax benefit calculations will be done on the basis of provision and guidance under the Income Tax Act, 1961. LTA claim can be submitted for a maximum of 2 trips within India, in a block of 4 calendar years. Proof of travel viz. air/rail/bus ticket, boarding pass, toll tax receipts (in case of taxi travel), etc. should be submitted to the Finance department if the amount is not desired to be taxed. The proofs should be submitted to the Finance department within 15 days of your return from leave.
- vi. **Special Allowance:** This will vary as it is based on the difference between your gross salary and other components that make up the entire salary. It is a fully taxable component.
- vii. **Company's contribution to Provident Fund:** This is calculated as 13.16% of all the above mentioned components (excluding HRA) or Rs. 1,80,000, whichever is lesser.
- viii. **Gratuity:** This provides you a lump sum benefit upon separation after completion of 5 years of continuous service or on retirement or when deceased. The gratuity is computed as per the Payment of Gratuity Act, 1972, as: Last drawn basic salary \* no. of years served \* 15/26. This amount is subject to a maximum limit as may be prescribed by the Payment of Gratuity Act 1972.
- ix. **Mediclaim Insurance:** As per the company policy, you are eligible for Insurance. At present the insurance cover available for Cybage employees is:
  - a. **Medical cover** of Rs. 2,50,000/- for employee, spouse and two dependent children. Includes maternity benefit limited to Rs. 40,000 /- for up to two children.
  - b. **Accident cover** of Rs. 10,00,000/-, payable to beneficiary in case of death of employee. Covers payment for medical leaves taken by employee after accident at the rate of 1% of sum insured or Rs. 10000/-, whichever lower. Does not include hospitalization cover.The insurance aforesaid are subject to review as per Cybage policy on an annual basis.
- x. **Term Life Insurance:** As per the company policy, you are eligible for Term life Insurance.  
At present the insurance cover available for Cybage employees is 7 times of Annual Gross Fixed salary.  
The insurance aforesaid are subject to review as per the Cybage policy on an annual basis.
- xi. **Variable Salary:** This is the variable component of your salary based on Cybage's present policy. For the current financial year, the variable salary will be subject to the following conditions:
  - a. Variable salary shall depend on the company performance and your performance for the period under evaluation.



- b. The variable component would be prorated based on the period for which the employee has worked with Cybage Software Pvt. Ltd. and shall be paid to employees who have not resigned or not serving their notice period as on the date of disbursement of the variable salary.
- c. The Variable pay shall be calculated as **50% of the organization's topline growth\***. It means that if our organization hits "x" percentage top line growth, the variable payout would be "x/2". For example, if Cybage achieves 18% growth in a financial year, the corresponding variable payout will be 9%. On the maximum side, the variable payout will be capped to 10% of the annual gross fixed salary.

**Income Tax:** Income tax and Professional tax will be deducted at source as per the rules applicable.

The information pertaining to compensation and benefits is personal and confidential in nature. You should maintain confidentiality of your compensation details and any increment.

## **ANNEXURE-2**

### **Additional Terms and Conditions of Offer**

#### **1. Date of joining:**

This offer for employment is subject to your joining and reporting to the designated Cybage on **April 07, 2021**, failing which this offer will stand withdrawn. In case of such withdrawal of offer, Cybage reserves the right to re-consider or reject your employment with Cybage.

#### **2. Work location and transfer:**

Your initial location after joining will be at Cybage **Pune** office. This offer is subject to your preparedness to work in any of the locations of Cybage or its affiliates. Your services are transferable and you may be assigned to any office of Cybage or an associate company.

#### **3. Mandatory tenure of employment:**

On joining Cybage, you will continue to be employed with Cybage for a minimum period of fifteen months. If you resign before expiry of the mandatory term of employment of fifteen months, you shall be liable to pay to Cybage damages equivalent to Rupees One Lakh. On joining, you will be required to sign a service agreement to this effect.

#### **4. Background verification:**

This offer for employment is subject to the satisfactory completion of your background reference check, which includes verification of your past employment details based on the documents and information furnished by you at the time of joining Cybage and verification of all other documents submitted by you as a reference for your educational qualifications or any other credentials.

In case you are unable to furnish necessary documents and information for completing your background reference check or in case you furnish any misleading information or false documents, Cybage reserves the right to terminate your employment irrespective of anything to the contrary in the Company's Policies.

#### **5. Travel and passport:**

You should possess a valid passport during your employment with Cybage. In case you do not have a valid passport at the time of joining, you should get one issued within three months from the date of joining.

#### **6. Confidentiality and return of materials:**

You will be required to maintain organizational secrecy and confidentiality with respect to information and procedures followed in Cybage. You should not disclose any information/materials that are an intellectual property of Cybage, its associate companies, or clients.

Upon resignation or termination of your employment, you will return to Cybage all papers and documents which may at that time be in your possession. This includes all type of material related to the business of Cybage or any of its associates or branches and you will not retain any copies or extracts therefrom.

## **7. Non-competition:**

During the term of your employment with Cybage, you will not engage in any other employment, occupation, consulting, or other business activity related to the business in which Cybage is now involved or becomes involved during the term of your employment. You will not engage in any other activity that conflicts with your obligations to Cybage during the term of your employment and for one year thereafter without the prior written consent of Cybage.

## **8. Leaves and holidays:**

You will be entitled to 13 planned leaves and 8 unplanned (pro-rata) leaves in every calendar year. The planned leaves will be credited semi-annually at the rate of 6.5 leaves. Unplanned leaves will be credited as per Company policy. The list of national holidays is declared by the HR department at the beginning of each year. Based on your date of joining, your leaves will be prorated.

## **9. Appraisal:**

Your performance shall be assessed at regular time intervals and you shall be eligible for salary revision based on your performance and your capability as well as company's performance. Your designation may change at the discretion of the Company.

## **10. Dress code:**

Work dress code ranges from Formal to Business Casual to Casual. Cybage's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image not only to our customers, potential employees, community, and visitors but also within the organization. Since all casual clothing is not suitable for office, the dress code is specified in the employee manual to help you determine what is appropriate to wear to work. You should adhere to the dress code published in the employee manual on intranet.

You are required to wear formals on your date of joining, which is:

- **For Gentlemen:** Formal full sleeve shirts and trousers with a tie and polished formal shoes.
- **For Ladies:** Western formals, salwar-kameez or formal saris with sandals.

## **11. Termination and resignation:**

**A. Termination:** Cybage reserves the right to terminate the services of an employee:

- a) With or without cause by providing one month's notice or one month's salary instead of the notice.
- b) Without notice in the following cases:
  - i. If the employee is absent or on unauthorized leave without notice in writing or without sufficient reasons for seven days or more
  - ii. If the employee goes on a strike or supports a strike in contravention of any law for the time being in force or
  - iii. The employee causes damage to the physical or intellectual property of Cybage or any of its clients/associates.

**B. Resignation:** For resigning from Cybage, you are required to serve a notice period as per the policy of resignation and as applicable at the time of departure. In case of a shortfall of notice period, the relieving date shall be the prerogative

of the company, and shall be within the notice period. Further, the company reserves the right to recover an amount equivalent to the consolidated salary for the number of days of shortfall.

## **12. Rules and regulations:**

You will be subject to all rules and regulations of Cybage that are in force and shall abide by them until in employment with the organization. Cybage policies are available on its intranet, which is accessible to every Cybagian, and are updated from time to time. You are expected to be aware of the company's policies and abide by them.

Cybage reserves the right to modify any or all of the above terms and conditions that shall be binding on you, from time to time.

You will be governed by the code of conduct, discipline, rules, and regulations as laid down by the Company. These can be modified and updated from time to time, and these will be deemed to form an integral part of this offer of employment.

## **13. Acceptance:**

If the terms and conditions of this offer are acceptable to you, kindly return a duplicate of this letter of offer duly signed with your acceptance.

### **ANNEXURE-3**

#### **JOINING TIME: DOCUMENT CHECKLIST**

Originals and photocopies of the following documents need to be submitted on the day of joining. Non-submission of any of the documents will lead to deferment of joining formalities. Original documents will be returned after verification.

##### **A. Educational documents:**

1. 10<sup>th</sup> and 12<sup>th</sup>/Diploma mark sheets
2. Degree certificate and mark sheet (all semesters/years)
3. PG certificate and mark sheet (if applicable – for all semesters/years)
4. Any Certification mark sheet/certificate
5. CDAC mark sheet

##### **B. Employment documents:**

1. Relieving and Experience letter from past 2 employers
2. Last 3 salary slips
3. Salary proof of fixed and variable components (appointment/increment letter)
4. Bank statement for last 3 months (if working on contract)

##### **C. Personal documents:**

1. Marriage certificate (if applicable)
2. 3 passport size photographs
3. Passport
4. PAN (Permanent Account Number) Card
5. Aadhar Card

Before the date of joining, kindly forward the copy of your resignation letter and the acceptance of the same by your previous Employer HR to [talent2join@cybage.com](mailto:talent2join@cybage.com). You can also mail us on [talent2join@cybage.com](mailto:talent2join@cybage.com) if you have any queries.

#### **ACCEPTANCE OF OFFER**

I have read the offer letter and the annexed polices. I hereby accept the offer on the aforesaid terms.

I solemnly affirm that I am not under any medication on account of any medical condition, which may adversely affect the performance of my duties in the event of my appointment pursuant to my acceptance of this offer.

I shall join duties with effect from the date mentioned hereinabove. In case of delays in joining, I shall inform the concerned authority one week in advance in writing.

Name: Aditi Kothare

Signature:

Date:

Place:

---

## **Cybage Software Pvt. Ltd.**

(An ISO 27001 Company)

Survey No 13A/1+2+3/1 Wadgaon Sheri, Pune 411014, INDIA. Tel: +91-20-66044700, Fax: +91-2066041701

[www.cybage.com](http://www.cybage.com)



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20184635748/Pune**  
**Date: 09/10/2018**

Ms. Vaishnavi Vinodrao Dube  
Ram Mandir Ram Galli,  
Old Latur City,  
Latur-413512,  
Maharashtra.  
Tel# 91-8421516540

Dear Vaishnavi Vinodrao Dube,

**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 assigned a role in the **Cyber Security Practise (CSP)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 48 hours, 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 issued a joining letter indicating the details of your joining date and initial place of posting. 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/DT20184635748**

**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India  
Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com  
Tata Consultancy Services Limited, 9th Floor, Nariman Point, Mumbai 400 021





Offer: Computer Consultancy  
Ref: TCSL/DT20184556040/Pune  
Date: 09/10/2018

Ms. Afnan Mukhtar Tamboli  
Shivaji Chowk Khorl Galli, Latur Silver Jubli Road,  
Post Office,  
Latur-413512,  
Maharashtra.  
Tel# -

Dear Afnan Mukhtar Tamboli,

**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 assigned a role in the **Engineering & Industrial Services and Internet of Things (EIS & IOT) Unit**, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 48 hours, 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 issued a joining letter indicating the details of your joining date and initial place of posting. 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/DT20184556040

**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India  
Tel: 91 201-08 7777 Fax: 91 20-6608 7107 Website: www.tcs.com  
TCS Global Building, 9th Floor, Nariman Point, Mumbai 400 021

17-Jul-2019

Dear Janitree Shrutika Bhakshanda,  
B.E-Com., computer science  
MS Bidwe College of Engineering



Candidate ID – 13524629

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

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.338,005/-**. This includes an annual incentive indication of **Rs.20,000/-** as well as Cognizant's contribution of **Rs.21,005/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your annual Total Remuneration (ATR) would stand revised to **Rs.383,755/-**. This includes an annual incentive indication of **Rs.20,000/-** as well as Cognizant's contribution of **Rs.21,755/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

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

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

**Please note**

- This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing orders in your Graduation/Post Graduation.
- Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2.cognizant.com/careers>

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.,

Suresh Bhatnagar  
Global Head-Talent Acquisition

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

Signature :

Date:



## Annexure A

Name: Lantana Shrutiha Bhattachandra

Designation: Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	8675	104,100
2	HRA @60% of basic*	5205	62,460
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF -#	1041	12,492
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	5779	69,348
	<b>Annual Gross Compensation</b>		<b>297,000</b>
	Incentive Indication (per annum)**		20,000
	<b>Annual Total Compensation</b>		<b>317,000</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		16,000
	Gratuity		5,005
	<b>Annual Total Remuneration</b>		<b>338,005</b>

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

- Floating Medical Insurance Coverage
- Royal Indemnity Group personal accident insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

# PF is contributed at 12% of your basic. If you are an international worker, it is contributed at 12% of your monthly gross compensation excluding HRA.

\* **Flexible Benefit Plan:** Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- Choose from a bouquet of allowance or benefits
- Redefine your salary structure within prescribed guidelines
- Optimize your earnings

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

Ref: 706425/1723836/ELTP

01-AUG-2019

Ms. Shrutika Bhalchandr Lamture  
Osmanabad (Mah) - 413501  
Mobile: 8482875449

**Subject: Offer of Appointment**

Dear **Ms. Shrutika Bhalchandr Lamture**

It is our pleasure to welcome you to **Tech Mahindra Limited**.

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer at Band 'U' and Sub Band 'U1' under ELTP Scheme**
2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement (ELITE)**" will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.





Ref: 706425/1728099/ELTP

14-OCT-2019

Mr. Zeal Vipulkumar Shah  
Latur (Mah) - 413512  
Mobile: 9405333227

**Subject: Offer of Appointment**

Dear Mr. Zeal Vipulkumar Shah

It is our pleasure to welcome you to **Tech Mahindra Limited.**

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**.
2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement (ELITE)**" will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.



# BE YOURSELF, MAKE A DIFFERENCE.

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Strictly Private and Confidential

14-Nov-2019

Prajakta Pradeepkumar Shah

C8362602

C/O Pradeepkumar Shah, CTS 4754, Near Big Bazar, Tilak Nagar, Latur, Maharashtra-413512

9881349731

Dear Prajakta,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

Role - Application Development Associate

Career Level - Career level - 12

Talent Segment - Software Engineering

Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter "program"). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

Version: 10.0 (Oct-2019)

1

Candidate's Signature \_\_\_\_\_



**ANNEXURE - I****COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Benefits	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

- Your annual fixed compensation is INR 314,225. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

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14-Nov-2019

Mohsin Sadiq Shaikh

CR362533

Dnyaneshwar Galli, Shahu Chowk, Latur, Maharashtra, 413512

7276655476

Dear Mohsin,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

Role - Application Development Associate

Career Level - Career level - 12

Talent Segment - Software Engineering

Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter "program"). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

Version: 10.0 (Oct 2019)

1

Candidate's Signature



**ANNEXURE - I**  
**COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934
<b>(C) Joining Bonus</b>	
Joining Bonus (Refer to the section C)	25,000
<b>(D) Additional Benefits</b>	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

- Your annual fixed compensation is INR 314,225. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

Ref: 832280/2003942/ELTP

22-DEC-2021

Ms. Pooja Ashok Waghmare  
Pune (Mah) - 411053  
Mobile: 7666735413

**Subject: Offer of Appointment**

Dear Ms. Pooja Ashok Waghmare

It is our pleasure to welcome you to **Tech Mahindra Limited**.


1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**. However, in the current COVID situation, the Company hereby allows you to work from your hometown or any other place in India. However you shall be required to report to your base location as and when required by the Company. Any travel for official work must be in strict compliance with the prevailing travel policy of the Company. While you are working from home, if you wish to travel outside India in your personal capacity, you shall inform in advance in writing to your reporting manager and Business HR SPOC. You may be permitted to travel outside India only after approval of your reporting Manager and BHR lead.
2. You will be on probation for a period of **3 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement (ELITE)**" will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.





7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/- (Rupees One Lakh Only)**. As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. Your joining to Tech Mahindra will be subject to successful submission of all mandatory documents, failing which the company reserves the right to withdraw your employment offer. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/- (Rupees Fifteen Thousand Only)** towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
9. You are required to join on **28-DEC-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
10. You are requested to report to **NEHA NAIDU** at **9:00 AM** through Virtual Joining Process to complete the joining formalities at **TECH MAHINDRA LTD, SEZ UNIT, MIHAN SEZ, NO 1,3,8,40,71,109,152(P), TELHARA VILLAGE, NAGPUR, 441108, MAHARASHTRA, INDIA.**, You are required to submit soft copies of the original documents as per **Annexure D** to the recruiter and HR Team respectively.
11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency. In case of any discrepancy in your background verification, the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.
12. This Offer is issued to you based on the information provided by you in your application form along with the supporting documents to be submitted within the timelines as stipulated in as per Annexure ?D. In case the Company notice any discrepancy and/or incorrect information in your application form or you fail to submit your supporting documents for background verification within one week of receiving the offer or within 72 hours of joining whichever is earlier , the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.
13. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **28-DEC-2021**.

For Tech Mahindra Limited



Krishna Ramaswami  
Head - Resource Management Group

**Encl:** **Annexure-A & B**(Salary Structure, **Annexure-C** Important / Indicative Terms & Conditions of Employment, **Annexure-D** Check List of Documents, **Annexure-E** Confidentiality Agreement, **Annexure-F** Medical Self Declaration, **Annexure G** Intellectual property Assignment, **Annexure-H** ? General Covenant, **Annexure - I** Acknowledgement, **Annexure J** Indemnity bond

Date:

Signature:

**Pooja Ashok Waghmare**

## ANNEXURE - A

NAME	Ms Pooja Ashok Waghmare	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	NAGPUR	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@40% OF TOTAL FIXED PAY)		89393
HRA (@70% OF BASIC)		62575
BONUS / STATUTORY BONUS		48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10727
FLEXIBLE COMPONENTS OF TFP		12787
<b>TOTAL FIXED PAY..... (A)</b>		<b>223482</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>24831</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>11687</b>
GRATUITY		4300
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7387
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>260000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)

## ANNEXURE A (Contd...)

### 3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

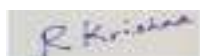
### 4. **Deductions:**

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

### **Notes:**

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

**For Tech Mahindra Limited,**



**Krishna Ramaswami**  
**Head - Resource Management Group**

## ANNEXURE - B

NAME	Ms Pooja Ashok Waghmare	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	NAGPUR	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@40% OF TOTAL FIXED PAY)		112394
HRA (@70% OF BASIC)		78676
BONUS / STATUTORY BONUS		48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		13487
FLEXIBLE COMPONENTS OF TFP		28428
<b>TOTAL FIXED PAY.....(A)</b>		<b>280985</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>31221</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>12794</b>
GRATUITY		5407
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7387
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>325000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)

## ANNEXURE B(Contd...)

### 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

### 4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited



Krishna Ramaswami  
Head - Resource Management Group



## **ANNEXURE ? C**

### **1. Terms and Conditions**

#### **(a) Code of Conduct.**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

#### **(b) Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

#### **(c) Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

#### **(d) Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company

(e) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) **Confidentiality / Non-Disclosure**

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) **Mandatory Period of Service**

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.



During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the Company.

In the event of:

- i) Yourself leaving, abandoning or resigning from the services of the Company  
Or
- ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

## 2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

## 3. Termination of Employment

- i) **Training Period:** During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.

- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

#### 4. **Statement of Facts**

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

## 5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

## 6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

## 7. **Restraints**

### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

### **Authorization**

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

### **Smoking**

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

### **Passwords**

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

### **Unauthorized Software**

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

### **Security**

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass

from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

## 11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

## 12. General

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. In case you are requested to report to the office, You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24\*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure ? C** and I hereby accept and agree to abide by them.

Name in full :

Signature :

Address :

Date :

Place :

## **ANNEXURE - D - Checklist of Documents**

**A. Following documents required to be submitted in soft copies to the Recruiter for Background Verification within one week of receiving the offer or within 72 hours of joining whichever is earlier.**

- a) Tech Mahindra Application & BV Form
- b) All educational certificates including
  - i) Class 10<sup>th</sup> 12<sup>th</sup> marksheets and passing certificate or qualifying exam marksheet and passing certificate.
  - ii) Graduation Degree / Certificate
  - iii) Post Graduation Degree / Certificate, if applicable
  - iv) Any other Degree/Certificates/Diploma which has been mentioned by you in your Resume
  - v) Gap Justification, if any
  - vi) PAN Card Copy
  - vii) Aadhaar Card Copy (Both Front & Back copy)
  - viii) Any other additional documents required for Customer specific checks

**B. At the time of joining, you are requested to submit soft copies of the following documents to the HR Team on or before your date of joining.**

- a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each
  - Xth Certificate & mark sheets
  - XIIth Certificate & mark sheets
  - Degree Certificate & Semester/year-wise mark sheets
  - Master's Certificate & Semester/year-wise mark sheets
  - Diploma/PG Diploma Certificate & Transcripts
  - Any other Certificate with supporting documents ?if any
- b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed
- c) **Five** passport-sized color photographs with white background
- d) **Valid** Passport

*Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please*



submit the documents to HR.

**e) PAN Card and Proof of PAN Number**

*You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.*

**f) Aadhaar Card**

*You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.*

**g) PF UAN Number:** *You MUST provide your PF UAN Card copy or UAN Number, if issued earlier. If you don't have a UAN number or if your previous organization has not created a UAN then you need to create self UAN number on EPFO website and share the same on or before your joining date.*

**h) Indemnity Bond**

*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

**Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

**Candidate's Declaration:**

I \_\_\_\_\_ hereby solemnly declare that I'll submit the required document as per the timelines mentioned above and I understand that if I fail to submit the required document within the stipulated time. I'll allow company to exercise its absolute discretion, to withdraw this Offer or terminate my employment with immediate effect, without any notice pay, by giving me a written notice thereof.

Name in full :

Date :

Signature :

Place :



## **ANNEXURE - E - Confidentiality Agreement**

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
  - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
  - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
  - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
  - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
  - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
  - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
  - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :  
Signature :  
Date :

## **ANNEXURE - F - Medical Self-Declaration**

MEDICAL DECLARATION FORM			
Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
First Name: <input type="text"/>		Last Name: <input type="text"/>	
Gender: Male / Female <input type="text"/>	Date of birth (DD/MM/YYYY) <input type="text"/>	<input type="text"/>	Blood Group <input type="text"/>

### **Candidate's Medical History:**

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			

Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

**Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)**

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

**Candidate's Declaration:**

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(DD/MMM/YYYY)

## **ANNEXURE - G - Intellectual Property Assignment**

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

### **(a) Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

### **(b) Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

## **ANNEXURE - H - Agreement ? General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation**

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement



that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in **Section 13** for the liquidated damages specified in **Section 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For and on Behalf Of  
**Tech Mahindra Limited**



**Krishna Ramaswami**  
**Head - Resource Management Group**

Signature

\_\_\_\_\_  
**(Pooja Ashok Waghmare)**



## **ANNEXURE - I - ACKNOWLEDGMENT**

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Pooja Ashok Waghmare** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Pooja Ashok Waghmare** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this \_\_\_\_day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), and hereby acknowledges, understands and agrees to the above.

[                      Name & Signature                      ]

Witness/ Notary Public: \_\_\_\_\_

## Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> \*hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

**AND**

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

**IN FAVOUR OF Tech Mahindra Limited**, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081, India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

**WHEREAS** the **Employee** has been selected for appointment as \_\_\_\_\_ in the Band \_\_\_\_\_ in the service of Tech Mahindra.

**AND WHEREAS** an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No \_\_\_\_\_ dated \_\_\_\_\_ of **Tech Mahindra**.

**AND WHEREAS** the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on \_\_\_\_\_ by the **employee**.

**AND WHEREAS** one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

**NOW THIS INDENTURE WITNESSETH** as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24)** months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.
3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. \_\_\_\_\_ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra**, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by **Tech Mahindra**, he/she shall pay an amount of **INR 100,000 (Rupees One lakh only)** with the interest thereon @ **15% per annum** from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which **Tech Mahindra** has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by **Tech Mahindra** during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **INR 100,000 (Rupees One lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by **Tech Mahindra**.
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and **Tech Mahindra** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

**IN WITNESS** whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

**Name of First Part:**

**Sig:**

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

**Name of Surety:**

**Sig:**

S/d by:-

1. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS:

2. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS

Ref: 862651/1996467/ELTP

10-DEC-2021

Ms. Puja Vibhute  
Latur (Mah) - 413512  
Mobile: 7057859438

**Subject: Offer of Appointment**

Dear Ms. Puja Vibhute

It is our pleasure to welcome you to **Tech Mahindra Limited**.

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**. However, in the current COVID situation, the Company hereby allows you to work from your hometown or any other place in India. However you shall be required to report to your base location as and when required by the Company. Any travel for official work must be in strict compliance with the prevailing travel policy of the Company. While you are working from home, if you wish to travel outside India in your personal capacity, you shall inform in advance in writing to your reporting manager and Business HR SPOC. You may be permitted to travel outside India only after approval of your reporting Manager and BHR lead.
2. You will be on probation for a period of **3 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement (ELITE)**" will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.



7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/- (Rupees One Lakh Only)**. As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. Your joining to Tech Mahindra will be subject to successful submission of all mandatory documents, failing which the company reserves the right to withdraw your employment offer. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/- (Rupees Fifteen Thousand Only)** towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
9. You are required to join on **14-DEC-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
10. You are requested to report to **Chitrangda Parihar at 9:00 AM** through Virtual Joining Process to complete the joining formalities at **TECH MAHINDRA LTD,PLOT NO 01, RAJIV GANDHI INFOTECH PARK, PHASE 3, HINJEWADI, PUNE,SPECIAL ECONOMIC ZONE,PUNE-411057(MAHARASHTRA),INDIA.**, You are required to submit soft copies of the original documents as per **Annexure D** to the recruiter and HR Team respectively.
11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency. In case of any discrepancy in your background verification, the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.
12. This Offer is issued to you based on the information provided by you in your application form along with the supporting documents to be submitted within the timelines as stipulated in as per Annexure ?D. In case the Company notice any discrepancy and/or incorrect information in your application form or you fail to submit your supporting documents for background verification within one week of receiving the offer or within 72 hours of joining whichever is earlier , the Company shall, in its absolute discretion, withdraw this Offer or terminate your employment with immediate effect, without any notice pay, by giving you a written notice thereof.
13. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **14-DEC-2021**.

For Tech Mahindra Limited



Krishna Ramaswami

## Head - Resource Management Group

**Encl:** Annexure-A & B(Salary Structure, **Annexure-C** Important / Indicative Terms & Conditions of Employment, **Annexure-D** Check List of Documents, **Annexure-E** Confidentiality Agreement, **Annexure-F** Medical Self Declaration, **Annexure G** Intellectual property Assignment, **Annexure-H** ? General Covenant, **Annexure - I** Acknowledgement, **Annexure J** Indemnity bond

Date:

Signature:  
**Puja Vibhute**



## ANNEXURE - A

NAME	Ms Puja Vibhute	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	PUNE	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@40% OF TOTAL FIXED PAY)		89393
HRA (@70% OF BASIC)		62575
BONUS / STATUTORY BONUS		48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10727
FLEXIBLE COMPONENTS OF TFP		12787
<b>TOTAL FIXED PAY..... (A)</b>		<b>223482</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>24831</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>11687</b>
GRATUITY		4300
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7387
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>260000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)



## ANNEXURE A (Contd...)

### 3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

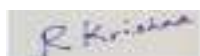
### 4. **Deductions:**

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

### Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited,



**Krishna Ramaswami**  
**Head - Resource Management Group**

## ANNEXURE - B

NAME	Ms Puja Vibhute	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	PUNE	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@40% OF TOTAL FIXED PAY)		112394
HRA (@70% OF BASIC)		78676
BONUS / STATUTORY BONUS		48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		13487
FLEXIBLE COMPONENTS OF TFP		28428
<b>TOTAL FIXED PAY.....(A)</b>		<b>280985</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>31221</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>12794</b>
GRATUITY		5407
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		7387
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>325000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)

## ANNEXURE B(Contd...)

### 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

### 4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited



Krishna Ramaswami  
Head - Resource Management Group

## **ANNEXURE ? C**

### **1. Terms and Conditions**

#### **(a) Code of Conduct.**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

#### **(b) Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

#### **(c) Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

#### **(d) Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company

(e) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) **Confidentiality / Non-Disclosure**

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) **Mandatory Period of Service**

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the Company.

In the event of:

- i) Yourself leaving, abandoning or resigning from the services of the Company  
Or
- ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

## 2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

## 3. Termination of Employment

- i) **Training Period:** During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.



- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

#### 4. **Statement of Facts**

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

## 5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

## 6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

## 7. **Restraints**

### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

### **Authorization**

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

### **Smoking**

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

### **Passwords**

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

### **Unauthorized Software**

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

### **Security**

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass



from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

## 11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

## 12. General

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. In case you are requested to report to the office, You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24\*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure ? C** and I hereby accept and agree to abide by them.

Name in full :

Signature :

Address :

Date :

Place :

## **ANNEXURE - D - Checklist of Documents**

**A. Following documents required to be submitted in soft copies to the Recruiter for Background Verification within one week of receiving the offer or within 72 hours of joining whichever is earlier.**

- a) Tech Mahindra Application & BV Form
- b) All educational certificates including
  - i) Class 10<sup>th</sup> 12<sup>th</sup> marksheets and passing certificate or qualifying exam marksheet and passing certificate.
  - ii) Graduation Degree / Certificate
  - iii) Post Graduation Degree / Certificate, if applicable
  - iv) Any other Degree/Certificates/Diploma which has been mentioned by you in your Resume
  - v) Gap Justification, if any
  - vi) PAN Card Copy
  - vii) Aadhaar Card Copy (Both Front & Back copy)
  - viii) Any other additional documents required for Customer specific checks

**B. At the time of joining, you are requested to submit soft copies of the following documents to the HR Team on or before your date of joining.**

- a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each
  - Xth Certificate & mark sheets
  - XIIth Certificate & mark sheets
  - Degree Certificate & Semester/year-wise mark sheets
  - Master's Certificate & Semester/year-wise mark sheets
  - Diploma/PG Diploma Certificate & Transcripts
  - Any other Certificate with supporting documents ?if any
- b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed
- c) **Five** passport-sized color photographs with white background
- d) **Valid Passport**

*Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please*

submit the documents to HR.

**e) PAN Card and Proof of PAN Number**

*You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.*

**f) Aadhaar Card**

*You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.*

**g) PF UAN Number:** *You MUST provide your PF UAN Card copy or UAN Number, if issued earlier. If you don't have a UAN number or if your previous organization has not created a UAN then you need to create self UAN number on EPFO website and share the same on or before your joining date.*

**h) Indemnity Bond**

*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

**Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

**Candidate's Declaration:**

I \_\_\_\_\_ hereby solemnly declare that I'll submit the required document as per the timelines mentioned above and I understand that if I fail to submit the required document within the stipulated time. I'll allow company to exercise its absolute discretion, to withdraw this Offer or terminate my employment with immediate effect, without any notice pay, by giving me a written notice thereof.

Name in full :

Date :

Signature :

Place :

## **ANNEXURE - E - Confidentiality Agreement**

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
  - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
  - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
  - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
  - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
  - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
  - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
  - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :  
Signature :  
Date :

## **ANNEXURE - F - Medical Self-Declaration**

MEDICAL DECLARATION FORM			
Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
First Name: <input type="text"/>		Last Name: <input type="text"/>	
Gender: Male / Female <input type="text"/>	Date of birth (DD/MM/YYYY) <input type="text"/>	<input type="text"/>	Blood Group <input type="text"/>

### **Candidate's Medical History:**

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			



Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

**Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)**

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

**Candidate's Declaration:**

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(DD/MMM/YYYY)



## **ANNEXURE - G - Intellectual Property Assignment**

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

### **(a) Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

### **(b) Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED

## **ANNEXURE - H - Agreement ? General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation**

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement

that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in **Section 13** for the liquidated damages specified in **Section 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For and on Behalf Of  
**Tech Mahindra Limited**



**Krishna Ramaswami**  
**Head - Resource Management Group**

Signature

\_\_\_\_\_  
(Puja Vibhute)

## **ANNEXURE - I - ACKNOWLEDGMENT**

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Puja Vibhute** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Puja Vibhute** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this \_\_\_\_day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), and hereby acknowledges, understands and agrees to the above.

[                      Name & Signature                      ]

Witness/ Notary Public: \_\_\_\_\_



## Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> \*hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

**AND**

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

**IN FAVOUR OF Tech Mahindra Limited**, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081, India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

**WHEREAS** the **Employee** has been selected for appointment as \_\_\_\_\_ in the Band \_\_\_\_\_ in the service of Tech Mahindra.

**AND WHEREAS** an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No \_\_\_\_\_ dated \_\_\_\_\_ of **Tech Mahindra**.

**AND WHEREAS** the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on \_\_\_\_\_ by the **employee**.

**AND WHEREAS** one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

**NOW THIS INDENTURE WITNESSETH** as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24)** months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.
3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. \_\_\_\_\_ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra**, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by **Tech Mahindra**, he/she shall pay an amount of **INR 100,000 (Rupees One lakh only)** with the interest thereon @ **15% per annum** from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which **Tech Mahindra** has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by **Tech Mahindra** during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **INR 100,000 (Rupees One lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by **Tech Mahindra**.
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and **Tech Mahindra** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.



**IN WITNESS** whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

**Name of First Part:**

**Sig:**

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

**Name of Surety:**

**Sig:**

S/d by:-

1. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS:

2. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS

# BE YOURSELF, MAKE A DIFFERENCE.



**Strictly Private and Confidential**

**11-Dec-2019**

**Ragini Shrikant Torgalkar**

**C8407382**

**Kolhe nagar,Dalada factory ,Latur.**

**9168267254**

Dear **Ragini**,

We are pleased to extend an Offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Centers, India as per the below terms and conditions:

**Role - Application Development Associate**

**Career Level - Career level - 12**

**Talent Segment - Software Engineering**



Please refer to:

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

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% or 6.5 CGPA or more, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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Candidate's Signature \_\_\_\_\_

**Pre-joiner-Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes a learning module- Technology Fundamentals online Learning program (Hereinafter” program”). The training module of which will be made available to you at least 45 days before onboarding to give you a reasonable time to learn at your pace and comfort. Details of which are reiterated as under:

- Under the program, the nine learning modules hosted on a technology platform will prepare you to be code ready.
- Post onboarding/joining Accenture, and after the Induction you will need to go through the Technology fundamental assessment based on the pre onboarding online learning program that was provided to you.
- On successful clearance of the program assessment in the first attempt along with the online Training completion of the program module, you will be eligible for a learning Incentive of INR 10,000.
- In case you fail in the first attempt you will not be eligible for any learning incentive.
- To clear assessments for the program, you are required to score minimum 60% marks in each assessment test for the program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the assessment for the program.
- During each reattempt, reasonable help and guidance will be provided to you to clear the assessment.

Your employment with Accenture is subject to your successful completion of the assessment of the program, as mentioned above.

After you have cleared the Pre-Joiner Program; you will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

Upon joining the Company, an Accenture specific training program will be conducted for a specific duration on the specific skill set assigned to you. Periodic tests will be conducted throughout this training program which you are expected to clear as per the standard process outlined below. You are required to score minimum 60% marks in each test to clear the Accenture specific training program. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 65% marks to clear the training. Your employment with Accenture is subject to your successful completion of this training as mentioned above. If you are unable to complete the Accenture specific training program in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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

This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history – as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <https://indiacampus.accenture.com/candidate>

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

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mohan Sekhar  
Senior Managing Director  
Lead, Advanced Technology Centers, India

[Insert full legal name]

**ANNEXURE - I**  
**COMPENSATION & BENEFITS**

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	314,225
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	26,709
Maximum Annual Total earning potential (A+B)	340,934

(C) Joining Bonus
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Joining Bonus (Refer to the section C)	25,000
--	--------

(D) Additional Benefits	
Gratuity as per law#	5,290
Insurance Premium (notional value)	3,776
Total Cash Compensation + Total Additional Benefits (A+B+C+D)	375,000

**(A) Annual Fixed Compensation**

- Your annual fixed compensation is INR 314,225. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

**(B) Local Variable Bonus (LVB)**

- As part of your annual total cash compensation, you are eligible to participate in the Local Variable Bonus program. At your career level, the annual target variable pay-out is estimated as INR 26,709. The LVB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in the Company during the year. The pay-out that you receive will depend on but not limited to your performance achievement and the performance of Advanced Technology Centers, India in the current Company fiscal year. Details of the program will be communicated to you separately. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Local Variable Bonus guidelines.

**(C) Joining and Additional Bonus**

- You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below

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

**Additional bonus-** of **INR 25,000** payable in the subsequent compensation revision cycle subject to, you complete 1 year of service with the company and payable as per company process, provided you are in the employment of the company at the time of pay-out and have not been subjected to any disciplinary proceedings/non-performance related issues. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of pay-out; then this whole amount shall be recovered from you.

**Note: For International Worker Only\***

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

\*As defined by applicable law from time to time.

**Benefits applicable for current Company financial year:**

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

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.

a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.

b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parents in-law and additional children under the separate Insurance plan

Insurance plan

2. Personal Accident coverage for self, up to three times your gross annual fixed compensation.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

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

1. #Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.



## **ANNEXURE - II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original mark sheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of provisional degree certificate or convocation degree certificate.
6. Pan Card.
7. Copy of Passport / Driving License/ Voter ID card.
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrollment number - this is needed to comply with the requirement of the regulatory authorities like - EPFO etc and Accenture does not require this as a photo identity proof.

HRD/3T/1004331690/22-23

May 1, 2022

Ms. Sandhya Waghmare  
Khadgaon Road,  
Latur  
Latur-413512  
India

Ph: +91-8007705475

Dear Sandhya,

Welcome to Infosys!

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

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

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

Warm regards,

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

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.05.01 15:23:25 IST  
Reason: Digitally Signed  
Location: Bangalore

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

HRD/1004331690/22-23

May 1, 2022

Ms. Sandhya Waghmare  
Khadgaon Road,  
Latur  
Latur-413512  
India

Ph: +91-8007705475

Dear Sandhya,

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

Here are the terms and conditions of our offer:

### **Definition**

The following terms shall have the following meanings for the purpose of this Offer of Employment ( "**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

### **Joining**

Your scheduled date of joining the employment of the Company will be **09-May-2022**.

### **Location**

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

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

**Training**

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

**Terms and Conditions during Training**

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

### **Probation and Confirmation**

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

### **Leave**

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

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

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

### **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

## **Compensation and Benefits**

### **Salary**

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

### **Performance- linked Incentive**

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### **Ex - Gratia / Bonus**

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

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

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

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

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

### **National Pension Scheme**

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

### **Insurance**

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

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

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

### **Passport & Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

### **Notice Period**

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

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

## Background Checks

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

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

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

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

## Other Terms and Conditions

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

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

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



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

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

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

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

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

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

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

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

Yours sincerely,

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

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Print your full Name                      Location

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.05.01 15:23:25 IST  
Reason: Digitally Signed  
Location: Bangalore

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

**ANNEXURE - I**  
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Ms. Sandhya Waghmare			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

**ANNEXURE - II**  
(Compensation post successful completion of six months)

<b>COMPENSATION DETAILS</b> (All figures in INR per month)	
NAME	Ms. Sandhya Waghmare
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
<b>1. MONTHLY COMPONENTS</b>	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
<b>MONTHLY GROSS SALARY</b>	<b>22,328</b>

<b>2. ANNUAL COMPONENT</b>	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

<b>3. RETIRAL BENEFITS</b>	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
<b>FIXED GROSS SALARY (1+2+3)</b>	<b>25,000</b>

<b>4. INCENTIVE COMPONENTS</b>	<b>At an indicative Payout of 5%</b>	<b>At indicative Payout of 10%</b>	<b>At indicative Payout of 20%</b>
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)</b>	<b>26,250</b>		
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)</b>	<b>27,500</b>		
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)</b>	<b>30,000</b>		

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

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

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

HRD/3T/1004631981/22-23

June 3, 2022

Ms. Shubhangi Giri  
At Post Ghansargaon  
Tq Renapur  
Latur-413527  
India

Ph: +91-8208945203

Dear Shubhangi,

Welcome to Infosys!

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

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

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

Warm regards,

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

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.06.03 14:34:58 IST  
Reason: Digitally Signed  
Location: Bangalore

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

HRD/1004631981/22-23

June 3, 2022

Ms. Shubhangi Giri  
At Post Ghansargaon  
Tq Renapur  
Latur-413527  
India

Ph: +91-8208945203

Dear Shubhangi,

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

Here are the terms and conditions of our offer:

### **Definition**

The following terms shall have the following meanings for the purpose of this Offer of Employment ( "**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

### **Joining**

Your scheduled date of joining the employment of the Company will be **09-Jun-2022**.

### **Location**

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

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

## **Training**

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

## **Terms and Conditions during Training**

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

### **Probation and Confirmation**

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

### **Leave**

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

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

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

### **Increments and Promotions**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

### **Transfer**

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.



## **Compensation and Benefits**

### **Salary**

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure -I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

### **Performance- linked Incentive**

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

### **Ex - Gratia / Bonus**

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

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

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

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

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

### **National Pension Scheme**

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

### **Insurance**

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

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

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

### **Passport & Driving License**

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

### **Notice Period**

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

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

## Background Checks

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

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

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

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

## Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

Yours sincerely,

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

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Print your full Name                      Location

Signature Not Verified

Digitally signed by Richard Lobo  
Date: 2022.06.03 14:34:58 IST  
Reason: Digitally Signed  
Location: Bangalore

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

**ANNEXURE - I**  
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Ms. Shubhangi Giri			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

**ANNEXURE - II**  
(Compensation post successful completion of six months)

<b>COMPENSATION DETAILS</b> (All figures in INR per month)	
NAME	Ms. Shubhangi Giri
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
<b>1. MONTHLY COMPONENTS</b>	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
<b>MONTHLY GROSS SALARY</b>	<b>22,328</b>

<b>2. ANNUAL COMPONENT</b>	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

<b>3. RETIRAL BENEFITS</b>	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
<b>FIXED GROSS SALARY (1+2+3)</b>	<b>25,000</b>

<b>4. INCENTIVE COMPONENTS</b>	<b>At an indicative Payout of 5%</b>	<b>At indicative Payout of 10%</b>	<b>At indicative Payout of 20%</b>
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)</b>	<b>26,250</b>		
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)</b>	<b>27,500</b>		
<b>TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)</b>	<b>30,000</b>		

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

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

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

Candidate ID: 2422538 /430763,

Date of Joining: 03/12/2020,

Joining Location: Pune,

Designation: Analyst,

**Dear Shubhangi Tuljaram Hande,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Pune office, for joining formalities as per the address mentioned below:

**Address**

Ground to 14th Floor of Development Block 1, Plot No 14,  
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057



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
	<p>Employment Documents:</p> <p><b><u>Current Employment( Immediate Previous)</u></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>2. b) Payslips for last 3 months</p> <p>c) Form 16</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><u>Previous Employment</u></b></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><b><u>Education Documents</u></b></p> <p>a) 10 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><u>Proof of identity/ Address</u></b></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>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><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></b></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</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.

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.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

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## EMPLOYMENT OFFER LETTER

Capgemini Ref: 2422538 /430763,

03/11/2020,

Shubhangi Tuljaram Hande  
sirsal, lamjana, ausa,  
latur ,  
India

### Confidential

Dear Shubhangi Tuljaram Hande,

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 **03/12/2020** (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 location **Pune**

C) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 300,003.00 ( Rupees Three Lakh and Three 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:

Shubhangi Tuljaram Hande,

Analyst

Total Cost to Company (CTC).

Rs.300,003.00

Monthly Components	Per Month	Annualized
Basic	Rs 10,000.00	Rs 120,000.00
House Rent Allowance	Rs. 4,138.00	Rs 49,656.00
Other Reimbursements & Allowances#	Rs. 0.00	Rs.0.00
Personal Allowance	Rs. 5,000.00	Rs. 60,000.00
Advance Statutory Bonus	Rs. 2,980.00	Rs. 35,760.00
<b>Gross monthly salary</b>	<b>Rs.22,118.00</b>	<b>Rs. 265,416.00</b>
<b>Statutory payments ++</b>		
Capgemini's contribution to PF ++	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.5,772.00
<b>Total Fixed Compensation</b>		<b>Rs.292,788.00</b>
<b>Total Cash Compensation</b>		<b>Rs.292,788.00</b>
<b>Benefits</b>		
Medical, Accident & Life Insurance Premium		<b>Rs. 7,215.00</b>
Capgemini contribution to ESI		Rs.0.00
<b>Total Cost to Company</b>		<b>Rs. 300,003.00</b>

# You may choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes. For details on claiming these instruments please check the Other Allowance and Reimbursements FAQ and Claim Forms.

Other Allowance & Reimbursements	Annualized
Telephone	19,800.00
LTA	60,000.00
Meal Coupons	24,000.00
Vehicle Reimbursement	21,600.00

**Notes:**

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.
- # This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

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

1. Provident Fund- You will be covered under the Capgemini 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- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

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.

E.) 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.

F.) Probationary Period:

1. You will be on probation for 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.

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

H.) 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 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 degree marks sheet and/or certificate, 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 12-March-2020, 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 will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In 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.

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.

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

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi  
Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)



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**



Jaideep Chavan  
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: Shubhangi Tuljaram Hande**

**Date: 03/11/2020**

## **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 anytime 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 anytime 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 person 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 Capgemini'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, 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 alongwith 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:



05-May-2021

Dear Sujata Suryakant Swami,  
B.E, Computer Science & Engineering  
M. S. Bidwe College of Engineering, Latur

**Candidate ID – 13824866**

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

You have been selected for the position of **Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **253,157/-**. This includes an annual target incentive of INR **20,000/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **Rs.298,755/-**. This includes an annual target incentive of INR **20,000/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

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

Please note:

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

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

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

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

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

### 3.1 Cognizant Internship:

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

### 3.2 Continuous Skill Development (CSD) Program:

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 3.3 GenC Training Post joining:

- a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal on-the-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.
- b) The Cognizant Internship or the Continuous Skill Development (CSD) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

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

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



**Compensation and Benefits****Name:** Sujata Suryakant Swami**Designation:** Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	6500	78,000
2	HRA*	2600	31,200
3	Company's contribution of PF #	1414.758929	16,977
4	Advance Statutory Bonus***	2000	24,000
5	Special Allowance*	4837	58,044
6	Company's Contribution of ESI @ 3.25% of Monthly Gross minus statutory exclusions	453	5,436
	<b>Annual Gross Compensation</b>		<b>213,657</b>
	Incentive Indication (per annum)**		20,000
	<b>Annual Total Compensation</b>		<b>233,657</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>253,157</b>

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

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

**Leave & Vacation:**

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

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

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

**Provident Fund Wages:**

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

**Employees State Insurance:**

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

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits
2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

Ref: 706425/1723836/ELTP

01-AUG-2019

**Ms. Shrutika Bhalchandr Lamture**  
**Osmanabad (Mah) - 413501**  
**Mobile: 8482875449**

**Subject: Offer of Appointment**

Dear **Ms. Shrutika Bhalchandr Lamture**

It is our pleasure to welcome you to **Tech Mahindra Limited**.

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**.
2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement**" (**ELITE**) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.



7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/- (Rupees One Lakh Only)**. As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/- (Rupees Fifteen Thousand Only)** towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
9. You are required to join on **08-AUG-2019** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
10. You are requested to report to **Chitrangda Parihar** at **9:00 AM** to complete the joining formalities at **TECH MAHINDRA LTD,PLOT NO 01, RAJIV GANDHI INFOTECH PARK, PHASE 3, HINJEWADI, PUNE,SPECIAL ECONOMIC ZONE,PUNE-411057(MAHARASHTRA),INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.
11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
12. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **08-AUG-2019**.

For Tech Mahindra Limited



Venkat Paturi

Head - Resource Management Group

**Encl:** Annexure-A & B(Salary Structure, Annexure-C Important / Indicative Terms & Conditions of Employment, Annexure-D Check List of Documents, Annexure-E Confidentiality Agreement, Annexure-F Medical Self Declaration, Annexure G Intellectual property Assignment, Annexure-H – General Covenant, Annexure - I Acknowledgement, Annexure J Indemnity bond

Date:

Signature:

**Shrutika Bhalchandr Lamture**

### ANNEXURE - A

NAME	Ms Shrutika Bhalchandr Lamture	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	PUNE	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		67,712
HRA (@50% OF BASIC)		33,856
BONUS / STATUTORY BONUS		24,000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8,125
FLEXIBLE COMPONENTS OF TFP		92,013
<b>TOTAL FIXED PAY..... (A)</b>		<b>2,25,706</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>25,079</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>9,215</b>
GRATUITY		3,257
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		5,958
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>260,000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12, 000
Meal Card	26,400

(Contd...)

## ANNEXURE A (Contd...)

### 3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

### 4. **Deductions:**

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### **Notes:**

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited,



Venkat Paturi

Head - Resource Management Group

## ANNEXURE - B

NAME	<b>Ms Shrutika Bhalchandr Lamture</b>	
TITLE	<b>Associate Software Engineer</b>	
BAND	<b>U1</b>	
LOCATION	<b>PUNE</b>	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		85,037
HRA (@50% OF BASIC)		42,519
BONUS / STATUTORY BONUS		24,000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10,204
FLEXIBLE COMPONENTS OF TFP		1,21,695
<b>TOTAL FIXED PAY.....(A)</b>		<b>2,83,455</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>31,496</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>10,049</b>
GRATUITY		4,091
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		5,958
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>325,000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit
Leave Travel Assistance	12, 000
Meal Card	26,400

(Contd...)



## ANNEXURE B(Contd...)

### 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

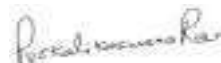
### 4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited



Venkat Paturi

Head - Resource Management Group



## **ANNEXURE - C**

### **1. Terms and Conditions**

#### **(a) Code of Conduct.**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

#### **(b) Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

#### **(c) Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

#### **(d) Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company

(e) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) **Confidentiality / Non-Disclosure**

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) **Mandatory Period of Service**

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the

Company.  
In the event of:

- i) Yourself leaving, abandoning or resigning from the services of the Company  
Or
- ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

## 2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

## 3. Termination of Employment

- i) **Training Period:** During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

#### 4. **Statement of Facts**

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

## 5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

## 6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

## 7. **Restraints**

### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

### **Authorization**

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

### **Smoking**

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

### **Passwords**

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

### **Unauthorized Software**

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

### **Security**

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. **Retirement**

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.



## 12. **General**

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24\*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.
15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure – C** and I hereby accept and agree to abide by them.

**Name in full** :

**Signature** :

**Address** :

**Date** :

**Place** :

## **ANNEXURE - D - Checklist of Documents**

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed

(c) **Five** passport-sized color photographs with white background

(d) **Valid Passport**

*Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.*

(e) **PAN Card and Proof of PAN Number**

*You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.*

(f) **Aadhaar Card**

*You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.*

(g) **Indemnity Bond**

*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

**Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.



## **ANNEXURE - E - Confidentiality Agreement**

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
  - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
  - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
  - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
  - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
  - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
  - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
  - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :  
Signature :  
Date :

## **ANNEXURE - F - Medical Self-Declaration**

### **MEDICAL DECLARATION FORM**

Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
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First Name:  Last Name:

Gender: Male / Female  Date of birth (DD/MM/YYYY)    Blood Group

### **Candidate's Medical History:**

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds			

from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

**Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)**

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

**Candidate's Declaration:**

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(DD/MMM/YYYY)

## **ANNEXURE - G - Intellectual Property Assignment**

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

### **(a) Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

### **(b) Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

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ACCEPTED

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## **ANNEXURE - H - Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation**

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

- 5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
- 6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in **Section 13** for the liquidated damages specified in **Section 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.



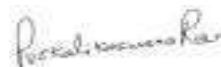
10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For and on Behalf Of  
**Tech Mahindra Limited**



**Venkat Paturi**  
**Head - Resource Management Group**

Signature

\_\_\_\_\_  
(Shrutika Bhalchandr Lamture)



**ANNEXURE - I - ACKNOWLEDGMENT**

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Shrutika Bhalchandr Lamture** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Shrutika Bhalchandr Lamture** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this \_\_\_\_day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), and hereby acknowledges, understands and agrees to the above.

[                      Name & Signature                      ]

Witness/ Notary Public: \_\_\_\_\_

## Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> \*hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

**AND**

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

**IN FAVOUR OF Tech Mahindra Limited**, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081, India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

**WHEREAS** the **Employee** has been selected for appointment as \_\_\_\_\_ in the Band \_\_\_\_\_ in the service of Tech Mahindra.

**AND WHEREAS** an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No \_\_\_\_\_ dated \_\_\_\_\_ of **Tech Mahindra**.

**AND WHEREAS** the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on \_\_\_\_\_ by the **employee**.

**AND WHEREAS** one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

**NOW THIS INDENTURE WITNESSETH** as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24)** months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.
3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. \_\_\_\_\_ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra**, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by **Tech Mahindra**, he/she shall pay an amount of **INR 100,000 (Rupees One lakh only)** with the interest thereon @ **15% per annum** from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which **Tech Mahindra** has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by **Tech Mahindra** during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **INR 100,000 (Rupees One lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by **Tech Mahindra**.
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and **Tech Mahindra** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

**IN WITNESS** whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

**Name of First Part:**

**Sig:**

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

**Name of Surety:**

**Sig:**

S/d by:-

1. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS:

2. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS

Ref: 706425/1728099/ELTP

14-OCT-2019

**Mr. Zeal Vipulkumar Shah**  
**Latur (Mah) - 413512**  
**Mobile: 9405333227**

**Subject: Offer of Appointment**

Dear **Mr. Zeal Vipulkumar Shah**

It is our pleasure to welcome you to **Tech Mahindra Limited**.

1. With reference to our discussions, we are pleased to offer you an appointment in our organization as **Associate Software Engineer** at **Band 'U' and Sub Band 'U1'** under **ELTP Scheme**.
2. You will be on probation for a period of **6 months** from the date of joining the Company during which you will be on training. The training program called "**Entry Level Integrated Training and Enablement**" (**ELITE**) will include classroom training as well as on-the-job training. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period including successful completion of the ELITE program and satisfactory performance on the job.
4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only)**. Please refer **Annexure B** for details on the compensation and statutory deductions.
5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
6. This offer is valid subject to your fulfilling the following:-
  - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
  - Meeting the set eligibility criteria at the end of your academic course
  - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
  - Submission of all necessary legal documentation pertaining to your employment.



7. You are required to sign a **service bond (Draft at Annexure J)** with our organization for a sum of **Indian Rupees 1,00,000/- (Rupees One Lakh Only)**. As per the bond you will be required to serve the Company for a minimum period of **2 years** from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding **INR15,000/- (Rupees Fifteen Thousand Only)** towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
9. You are required to join on **22-OCT-2019** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
10. You are requested to report to **Chitrangda Parihar at 9:00 AM** to complete the joining formalities at **TECH MAHINDRA LTD,PLOT NO 01, RAJIV GANDHI INFOTECH PARK, PHASE 3, HINJEWADI, PUNE,SPECIAL ECONOMIC ZONE,PUNE-411057(MAHARASHTRA),INDIA**. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.
11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
12. Kindly confirm your acceptance of this offer of appointment to **campusjoining@techmahindra.com** by **21-OCT-2019**.

For Tech Mahindra Limited



**Venkat Paturi**  
**Head - Resource Management Group**

**Encl:** **Annexure-A & B**(Salary Structure, **Annexure-C** Important / Indicative Terms & Conditions of Employment, **Annexure-D** Check List of Documents, **Annexure-E** Confidentiality Agreement, **Annexure-F** Medical Self Declaration, **Annexure G** Intellectual property Assignment, **Annexure-H** – General Covenant, **Annexure - I** Acknowledgement, **Annexure J** Indemnity bond

Date:

Signature:  
**Zeal Vipulkumar Shah**

### ANNEXURE - A

NAME	Mr Zeal Vipulkumar Shah	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	PUNE	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		67,541
HRA (@50% OF BASIC)		33,771
BONUS / STATUTORY BONUS		24,000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8,105
FLEXIBLE COMPONENTS OF TFP		91,718
<b>TOTAL FIXED PAY..... (A)</b>		<b>2,25,135</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>25,015</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>9,850</b>
GRATUITY		3,249
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		6,601
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>260,000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12, 000
Meal Card	26,400

(Contd...)

## ANNEXURE A (Contd...)

### 3. **Additional Benefits:** Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.

### 4. **Deductions:**

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### **Notes:**

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited,



**Venkat Paturi**

**Head - Resource Management Group**



## ANNEXURE - B

NAME	Mr Zeal Vipulkumar Shah	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	PUNE	
COMPONENTS		Per Annum (All figures in INR)
BASIC (@30% OF TOTAL FIXED PAY)		84,865
HRA (@50% OF BASIC)		42,433
BONUS / STATUTORY BONUS		24,000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10,184
FLEXIBLE COMPONENTS OF TFP		1,21,402
<b>TOTAL FIXED PAY.....(A)</b>		<b>2,82,884</b>
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>		<b>31,432</b>
<b>ADDITIONAL BENEFITS..... (C)</b>		<b>10,684</b>
GRATUITY		4,083
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		6,601
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>		<b>325,000</b>

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- Flexible Benefit Plan (as applicable):** You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit
Leave Travel Assistance	12, 000
Meal Card	26,400

(Contd...)

## ANNEXURE B(Contd...)

### 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **INR 20 lakh** to the beneficiary on the unfortunate death of the associate
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of **INR 3 lakh** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **INR 2 lakh**.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **INR 5 lakh** payable in case of permanent disablement arising out of any unfortunate event of an accident.


### 4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

#### Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 5. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited



Venkat Paturi

Head - Resource Management Group

## **ANNEXURE - C**

### **1. Terms and Conditions**

#### **(a) Code of Conduct.**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

#### **(b) Secrecy**

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

#### **(c) Conflict of Interest**

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

#### **(d) Non-Solicitation / Non-Compete**

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company

(e) **Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.

(f) **Confidentiality / Non-Disclosure**

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) **Mandatory Period of Service**

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the

Company.  
In the event of:

- i) Yourself leaving, abandoning or resigning from the services of the Company
- Or
- ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on **INR 500 (Rupees Five Hundred)** Stamp Paper and submit the same at the time of joining.

## 2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

## 3. Termination of Employment

- i) **Training Period:** During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- v) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

#### 4. **Statement of Facts**

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.



## 5. **Company Policies**

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

## 6. **Personal Indebtedness**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

## 7. **Restraints**

### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

### **Authorization**

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

### **Smoking**

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

### **Passwords**

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

### **Unauthorized Software**

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

### **Security**

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

- (i) You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. **Overseas Service Agreement**

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. **Intellectual Property Rights**

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. **Jurisdiction**

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. **Retirement**

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.



## 12. **General**

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24\*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.
15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure – C** and I hereby accept and agree to abide by them.

**Name in full** :

**Signature** :

**Address** :

**Date** :

**Place** :

## **ANNEXURE - D - Checklist of Documents**

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

(a) Certificates' supporting your educational qualifications along with marks sheets - **Three** copies each

- Xth Certificate & mark sheets
- XIIth Certificate & mark sheets
- Degree Certificate & Semester/year-wise mark sheets
- Master's Certificate & Semester/year-wise mark sheets
- Diploma/PG Diploma Certificate & Transcripts
- Any other Certificate with supporting documents – if any

(b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed

(c) **Five** passport-sized color photographs with white background

(d) **Valid Passport**

*Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.*

(e) **PAN Card and Proof of PAN Number**

*You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.*

(f) **Aadhaar Card**

*You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.*

(g) **Indemnity Bond**

*Print only the first page of **Annexure J** on a Stamp Paper of **INR 500/-** and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.*

**Note:** -The Bond has to be notarized as on the date of joining. Please **DO NOT** get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

## **ANNEXURE - E - Confidentiality Agreement**

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
  - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
  - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
  - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
  - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
  - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
  - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
  - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name :  
Signature :  
Date :

### **ANNEXURE - F - Medical Self-Declaration**

MEDICAL DECLARATION FORM			
Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
<div style="display: flex; justify-content: space-between;"> <div>First Name: <input style="width: 250px;" type="text"/></div> <div>Last Name: <input style="width: 250px;" type="text"/></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Gender: Male / Female <input style="width: 50px;" type="text"/></div> <div>Date of birth (DD/MM/YYYY) <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/></div> <div>Blood Group <input style="width: 50px;" type="text"/></div> </div>			

#### **Candidate's Medical History:**

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds			

from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

**Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)**

	Heart Attack		Diabetes
	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

**Candidate's Declaration:**

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(DD/MMM/YYYY)

## **ANNEXURE - G - Intellectual Property Assignment**

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

### **(a) Intellectual Property Assignment**

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

### **(b) Restrictions after Termination**

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

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ACCEPTED

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## **ANNEXURE - H - Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation**

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.



- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

- 5. **Ownership of Work Product:** Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
- 6. **Partial Restriction on Post-Termination Competition:** Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .



7. **Covenant Not To Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in **Section 13** for the liquidated damages specified in **Section 6** above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.


10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For and on Behalf Of  
**Tech Mahindra Limited**



**Venkat Paturi**  
**Head - Resource Management Group**

Signature

\_\_\_\_\_  
**(Zeal Vipulkumar Shah)**

**ANNEXURE - I - ACKNOWLEDGMENT**

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Mr. Zeal Vipulkumar Shah** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Zeal Vipulkumar Shah** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her hand on this \_\_\_\_day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), and hereby acknowledges, understands and agrees to the above.

[                      Name & Signature                      ]

Witness/ Notary Public: \_\_\_\_\_

## **Annexure - J - INDEMNITY BOND WITH SURETY**

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> \*hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

**AND**

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

**IN FAVOUR OF Tech Mahindra Limited**, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081, India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

**WHEREAS** the **Employee** has been selected for appointment as \_\_\_\_\_ in the Band \_\_\_\_\_ in the service of Tech Mahindra.

**AND WHEREAS** an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** vide letter No \_\_\_\_\_ dated \_\_\_\_\_ of **Tech Mahindra**.

**AND WHEREAS** the acceptance of the terms and conditions of the appointment has already been communicated to **Tech Mahindra** on \_\_\_\_\_ by the **employee**.

**AND WHEREAS** one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.

**NOW THIS INDENTURE WITNESSETH** as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four (24)** months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Tech Mahindra** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Tech Mahindra**.
3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. \_\_\_\_\_ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra**, the Surety shall be jointly and severally liable to pay the aforesaid amount of **INR 100,000/- (Rupees One lakh only)** to **Tech Mahindra** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by **Tech Mahindra**, he/she shall pay an amount of **INR 100,000 (Rupees One lakh only)** with the interest thereon @ **15% per annum** from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which **Tech Mahindra** has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by **Tech Mahindra** during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **INR 100,000 (Rupees One lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by **Tech Mahindra**.
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four (24)** months, and **Tech Mahindra** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

**IN WITNESS** whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents/terms of this Indemnity Bond

**Name of First Part:**

**Sig:**

Signed and delivered by the Party of the second part i.e. the Surety having read and understood the contents/terms of this Indemnity Bond

**Name of Surety:**

**Sig:**

S/d by:-

1. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS:

2. WITNESS: \_\_\_\_\_  
(Name)

NAME & ADDRESS



Date: 16 Dec 2023

Mr VINOD DHANRAJ NARSINGE  
S o dhanraj narsinge kallam naigaon  
naigaon osmanabad  
maharashtra 413510

Employee No: TL3198808  
Dear Mr VINOD DHANRAJ NARSINGE

### **Appointment Letter**

We are pleased to offer you the role of FWA Engineer with **TeamLease Services Ltd.**

1. **Offer Contract Period** - Your contract will commence from 20 Dec 2023 and expire on 19 Dec 2024, during which you will be deputed at our client premises, and will be bound by our rules and regulations. Your current location shall be **Dahisar**, however, the company can transfer your services to other location basis business requirement.
2. **Deputation** - You are deputed to Bharti Airtel Limited-Network-HDO, under this Contract. The terms of employment are exclusive with TeamLease Services Ltd, the employee shall never be deemed to be the employee of the client, where you have been deputed under this Contract. You need to adhere to all the rules and regulations of the client.
3. **Notice Period** – Either party may terminate this Work Assignment Letter by issuing 30 days' notice in writing or payment thereof. In event of Resignation, you need to inform your Reporting Manager at the client organization, as well as to the direct employer. You will be required to mandatorily serve **30 days of notice**, failing which shall result in the deduction from the F&F. This can be waived off if separation is because of the work assignment coming to end.
4. **Termination** – The client reserves the right to terminate the contract without any explanation. In case of breach of Code of Conduct, IT Security Policy, misbehavior or indiscipline, etc, TeamLease Services Ltd will have reserve rights to terminate immediately without giving notice period.
5. **Coterminous**: Notwithstanding the Tenure of this Contract, in the event of the project work deputation for which you are being employed terminates before your Contract end period, this Contract shall be coterminous with the project work. Since your appointment is for a specific period as state above, intimation of termination renewal of your employment shall be given by the Company, by written notice of one month in advance before the expiry date.
6. **Holidays** - You will be entitled to paid holidays in a year as notified by the client organization from time to time. You shall be governed by the holiday list of the client. The same will be shared at the time of onboarding.
7. **Leave** - You will be entitled to paid holidays in a year as per the leave policy of the client. You can avail 30 leaves in a year out of which 15 Casual leaves are mandatory to be taken in the year & 15 are Privileged leaves which can be carried forward. Details of this policy will be shared during onboarding.
8. **Absenteeism** - You should be regular and punctual in your attendance. If you remain absent for 5 consecutive working days or more without the sanction of leave or prior permission or if you overstay sanctioned leave beyond 5 consecutive working days or more it shall be deemed that you have voluntarily abandoned your employment with the company and your services are liable to be terminated accordingly.
9. **Working Hours** - You will follow the working hours of the client where you will be deputed. You may have to work on shifts, based on the client's requirement. Your attendance will be maintained by the Reporting Officer of the client, which needs to be mandatorily sent to the contact person at Teamlease within the cut-off date as mutually agreed for payroll processing.
10. **Code of Conduct Policy** - You shall be governed by the COC Policy of the client. You shall not engage in any act subversive of discipline in the course of your duties for the Client either within the Client's organization or outside it, and if you were at any time found indulging in & such acts, the Company shall reserve the right to initiate disciplinary action as is deemed fit against you. Please refer to the client's COC Policy for the same.
11. **IT Security Policy** – You shall be governed by the IT Security Policy of the client. Any data or assets are the priority of the client and should not be shared with anyone outside the organization's network. You are not supposed to share any official information on your personal id. In case of any breach of the IT Security Policy of the Company Client, the organization shall reserve the right to initiate disciplinary action as is deemed fit against you. Please refer to the client's IT Policy for the same.

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**TeamLease Services Limited., CIN No. L74140KA2000PLC118395**

Ascent Building , # 77, Koramangala Industrial Layout, Jyothi Nivas College Road, Koramangala , Bangalore-560095.

Ph : (91-80) 33002345, Fax : (91-80) 33243001 [www.teamlease.com](http://www.teamlease.com)



12. **Dual Employment** - During your employment with us, you shall not be engaged, concerned, or interested directly or indirectly in any other occupation, business, or employment whatsoever (either for remuneration or on an honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof. In the event of the above, the company shall be entitled to take appropriate action
13. **Deemed cancellation of contract** - The Contract stands canceled and revoked if you do not report to duty within 3 days from the date of joining & your act will be construed as deemed and implied rejection of the offer of employment from your side; hence no obligation would arise on the part of the company in lieu of such Employment Contract issued.
14. You are requested to bring the following documents at the time of joining:
  - o Educational Certificates
  - o Experience Letter, Relieving letter & Latest month payslip
  - o Photo ID proof & Address Proof
  - o 5 passport size photographs
  - o PAN card
  - o UAN Card
  - o Aadhaar Card
15. **Background Verification** – We will be doing a background verification from a third party as part of your onboarding. During your employment, if we find any irregularity or insufficiency in the documents submitted by you, this Appointment Letter would stand canceled revoked with immediate effect.
16. Salary Structure – Annexure A
17. Leave Policy – Annexure B
18. Medical Insurance Coverage – Annexure C
19. The nature of your relationship with TeamLease will be that of contract of service from 20 Dec 2023 to 19 Dec 2024 . Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.

We at TeamLease would like to create an environment and culture committed to co-operation, quality, and responsiveness that permeates every activity. As a new entrant, we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy in token of your having read, agreed, fully understood, and accepted the terms and conditions of appointment. Please send across the signed acknowledged copy to ROPS Team, Bangalore TeamLease Address which is mentioned below. In case we do not receive your acknowledgment copy within a period of 15 days from the date of joining, your assignment at TeamLease with the acceptance of your first salary from TeamLease will be conclusive proof of your acceptance in accordance with terms and conditions.

TeamLease neither accepts any consideration in the form of any cash or kind nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event, you have paid any such amount to any employee, officer, representative of TeamLease kindly bring the same to the immediate notice of your superiors or report the same to Teamlease through email or through the toll-free number which is provided to you.

#### ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

**For TEAMLEASE SERVICES LIMITED**

Accepted and Agreed



\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
Signature and date:  
Name: VINOD DHANRAJ NARSINGE



## Annexure A:

Employee No: TL3198808

Name: Mr VINOD DHANRAJ NARSINGE

Designation: FWA Engineer

Location: **Dahisar**

### **Salary Compensation**

<b>EARNINGS</b>	<b>Amounts</b>
Basic	10806
House Rent Allowance	5403
Works Allowance	7663
Statutory Bonus	1128
<b>Gross Earnings</b>	<b>25000</b>
<b>DEDUCTION *</b>	<b>Amounts</b>
Employee PF	1800
Professional Tax	200
<b>Total Deduction</b>	<b>2000</b>
<b>Net Salary</b>	<b>23000</b>
Employer PF Contribution	1800
PF Service Charges	150
<b>CTC</b>	<b>26950</b>
<b>CTC in Words</b>	<b>Twenty Six Thousand Nine Hundred Fifty Rupees</b>

\* Income-tax deductions, if applicable, will be as per the Income-Tax Act, 1961

\*\* Annual components (like LTA, Medical Reimbursement) would be payable on claims and will be considered for exemption under Income Tax subject to receipt of valid bills for the Financial Year if applicable

**Note : This statement is only for the purpose of information and is illustrative in nature**

\* Incentives, if applicable, will be paidout over & above this, basis the performance.

## Annexure B

### **Bharti Airtel Leave Policy for Associates:**

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**Objective** - The objective of this policy is to lay down guidelines for granting leaves to associate employees associated with our client Bharti Airtel Ltd.

**Scope** - The policy is applicable to all associate employees working on **TeamLease Services Ltd** payrolls & deputed at Bharti Airtel Limited & its subsidiary companies (Bharti Airtel Services Limited, Bharti Telemedia Limited (DTH), Bharti Hexacom Limited, Telesonic Networks Limited, and Extra Data Limited.

**Leave Period** - Leave year is the calendar year from 1 January to 31 December

- All employees are entitled to 30 days of General Leaves during a calendar year. These leaves shall include 15 days of Casual Leaves & 15 Days of Privileged Leaves. Out of these, 15 Casual leaves are mandatory for the calendar year, and if not availed, these shall get lapsed. Employees who join the Company after 1st January will be eligible for leaves on a pro-rata basis. Maximum 15 days leaves can be carried forward to next year.
- 15 days of Privileged Leaves leave shall be carried forward subject to a maximum accumulation of 30 days. The encashment of leaves shall be done at the time of separation of an associate, up to 30 days The encashment of leaves shall be done on the basis of the last drawn basic salary of the employee.
- Half-day leave from work for a duration of up to 4 hours shall be considered as a half-day leave.
- Compensatory Off – Every employee in an establishment shall be allowed a holiday with wages on Independence Day, Republic Day, and Mahatma Gandhi's Birthday. Provided that an employee required to work on any such holiday shall be paid remuneration at double the rate of his normal wages. This should be exercised only in case of business exigency. If required, he/she shall also be given a substituted holiday with his average daily wage on any other day within ninety days from the day on which he so works.
- Associates will be eligible for 5 fixed National Holidays & 4 discretionary circle holidays towards festivals, the list of which is published at the beginning of the calendar year. Discretionary Holidays shall be governed by the Circle Holiday calendar.
- Leave Without Pay - An employee can apply for Leave Without Pay if there is insufficient negative no leave balance in his leave account, with approval from the Reporting Manager at the client location
- Paternal Leave – Employees will be eligible for 2 days of Parental Leaves, maximum for 2 children
- Maternity Leave – All women employees shall be entitled to 26 weeks of maternity leave for the first two children, of which not more than 8 weeks shall precede the date of her expected delivery. In the case of the third child and thereafter, a woman employee will be entitled to 22 weeks of maternity leave, of which not more than 6 weeks shall precede the date of her expected delivery.
- In case an employee intends to return later than 26 weeks (for the first two children) or 22 weeks (for 3rd child onwards), prior notification has to be given by the employee to the Reporting Manager of the employee, skip level Manager & the agency and is subject to approval. Any excess leave will be considered as either leave without pay or use of accumulated earned leave if available. In such circumstances, the employee should intimate the concerned HR Business Partner and the Reporting Manager at least 6 weeks prior to the date of return.
- While on leave, an employee cannot take any employment, part-time or otherwise. Any misuse of leave shall be treated as misconduct.
- All leaves shall be approved by the Manager & should be duly submitted in the system. Any unapproved leave shall be considered as LWP and will make the case for COC Violation

#### **Annexure C:**

##### **Bharti Airtel Mediclaim & Insurance Policy for Associates**

**Objective** The objective of this policy is to provide coverage to associates for **Bharti Airtel** for Mediclaim, Group

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#### Personal Accident Insurance & Group Life Insurance

Scope The policy is applicable to all associate employees working on Teamlease payrolls & deputed at **Bharti Airtel**.

#### Benefits –

- Group Mediciam Policy INR 2 lacs covering Self only (Company shall bear the cost for a base plan of 2 lakh).
- Enhancement option to cover your immediate family (spouse, 2kids ) will be provided for which there will be payroll recovery of 558/- per month and upon your confirmation of option coverage will be enhanced to sum insured of 4 Lacs covering Self ,Spouse and 2 kids
- Group Personal Accident Insurance (GPA) INR 20 Lacs - Company shall bear the cost
- Group life Insurance INR 10 Lacs - Company shall bear the cost.

The policies are subject to revision as per the company's discretion & any such update shall supersede the clauses mentioned in the appointment letter.

#### **Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)**

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.

The **link** to undergo the programme and complete the evaluation is given below.

Link : <https://tconnect.teamlease.com/Learning>

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

Ref: HR/MAR/21/B1/58551117/60004738/1000957056

Date: 11 March, 2021

Rushikesh Chevale  
Nivas, Sahyog Colony  
Vasantao Naik Chowk  
Latur 413512  
Maharashtra, India

Dear Mr. Rushikesh

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

We are pleased to offer you employment as **Trainee Project Management in Assistant Manager - B1 grade** in our business on the following terms and conditions.

**1. PLACE OF POSTING:**

Your initial posting will be at **Navi Mumbai, Maharashtra.**

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

This offer is subject to your joining us on or before 07 April, 2021 and successful clearance of the Pre-Employment Medical Examination.

**2. COMPENSATION:**

Your compensation on a Cost to Company (CTC) basis will be **Rs. 5,50,000/- (Rupees Five Lac(s) Fifty Thousand Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

**i. Fixed Pay: Rs. 5,00,000/- (Rupees Five Lac(s) Only) per annum.**

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

**ii. Retirals: Rs. 30,258/- (Rupees Thirty Thousand Two Hundred Fifty Eight Only) per annum.**

This includes:

- Provident Fund @ 12% of Basic Pay + Personnel Special Allowance (as per applicability) capped to a maximum of Rs.1800/- per month. This cap may be amended upon changes in legal provisions.
- Gratuity @ 4.81% of Basic Pay.

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

**iii. Performance Linked Incentive (PLI): Your target PLI will be Rs. 50,000/- (Rupees Fifty Thousand Only) per annum, the payment of which will depend on the performance level of the individual, the concerned business, and the overall organization subject to the PLI policy which will be decided by the company from time to time.**

**3. GENERAL:**

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.





**L&T Realty**



**Peeyush Aherkar**

P. S. No. 20353801

Blood Group : O+ve

C / Dept : Realty

Bus Route : MUL



**PERSONAL & CONFIDENTIAL**

CEG/HR/2020/Jun/25-06  
June 25, 2020

**Ms. Shraddha Mahadev Bopchande,**  
Mahadev Sangappa Bopchande, Azad Chowk,  
Gavali Galli, Latur, Maharashtra-413512  
Contact No.: +91-9637348859, 8999886909  
Email: [smbopchande@gmail.com](mailto:smbopchande@gmail.com)



**CONSULTING  
ENGINEERS GROUP LTD**

An ISO 9001:2015 Company

Registered & Corporate Office

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CIN: U74140RJ1991PLC006329

**Project:** "Consulting Services for Authority's Engineer for Supervision of Improvement and Development of Multi Lane Carriageway of **Jalna Road** in Aurangabad City from **Nagar Naka Junction to Cambridge School Road Section** on EPC Mode in the state of Maharashtra."

**Sub:** Appointment for the position of Assistant Quality cum Material Engineer.

Dear Ms. Shraddha,

With reference to your interview and subsequent discussions held with us, we are pleased to appoint you as **Assistant Quality cum Material Engineer** for the above project on the following terms and conditions, for **man-month input or till completion of the project**.

**1. REMUNERATION**

You will be paid a CTC of **Rs. 2,64,000/- (Rupees Two Lac Sixty Four Thousand Only)** per annum including all allowances subject to statutory and other deductions as applicable, w.e.f. your date of joining duties as per the details below:-

S. No.	Particulars	Monthly (Rs.)	Annually (Rs.)
1	Basic Salary	15,050/-	1,80,600/-
2	House Rent Allowance	5,540/-	66,480/-
3	Education Allowance	200/-	2,400/-
4	Telephone Allowance	250/-	3,000/-
5	<b>GROSS SALARY</b>	<b>21,040/-</b>	<b>2,52,480/-</b>
6	Employer's Contribution to Gratuity*	724/-	8,688/-
7	Group Personal Accident Insurance**	40/-	480/-
8	Group Mediclaim Insurance Policy***	196/-	2,352/-
9	<b>TOTAL CTC</b>	<b>22,000/-</b>	<b>2,64,000/-</b>

\* Gratuity shall be payable as per The Payment of Gratuity Act 1972.

\*\* Apart from your Gross Salary, you will be entitled for Group Personal Accident Insurance (GPAI) for a sum assured of **Rs. 8,00,000/-** for self only (applicable 24 hours' coverage). Sum assured is subject to change as per the company's agreement with Insurance Company.

\*\*\* You will be covered under Group Mediclaim Insurance Policy for a sum assured of **Rs. 2,00,000/-** for one year. The key features of the policy are available on HRMS under Policy section. Sum Assured and Premium may vary, subject to renewal of Insurance Policy.

**2. MAN MONTHS**

Man-months input shall be as per undertaking (including notice period) submitted by you. For further extension or assignment of project, management shall notify you.

**3. PLACE AND HOURS OF WORKING**

- (a) You will be placed at the above mentioned project site/office. You may however be required to work/travel at any of the site/office covered in India. You will be reimbursed TA/DA as per the Company Policy applicable to you.
- (b) You will be expected to attend office as assigned to you as per project requirements. The office timings observed shall be "as per the contract with client".

# ENER VISION

*We Serve to Save*

Dated - 28<sup>th</sup> June, 2019

Dear Sangmesh Biradar (Elect Engr.)

With reference to your application and subsequent interview you had with us on 15<sup>th</sup> June, 2019 in at your college campus, we have pleasure to offer you appointment as Electrical Engineer Trainee. Your appointment will be subject to the following terms and conditions:

1. You are found medically fit for employment by authorized medical authorities in your college campus.
2. You will be on probation / internship for six months from the date of joining which period may however be extended by the management up to the maximum of another six months. The management reserves to itself the right to terminate your employment during the period or at the end of probation without assigning any reason therefor and without any notice. You may also leave your job with a notice of only a week during the period of probation. Incase you complete the period of probation to the satisfaction of the management, your services shall be confirmed in writing.
3. Subject to what is stated in (2) above, you will be governed by our works standing orders, a copy of which will be given to you at the time of joining.
4. Company will provide shared accommodation and deduct Rs. 4000 from the monthly stipend.
5. You will have to produce your Matriculation certificate, address proof, Adhar Card & PAN Card.
6. No travelling expenses will be paid for joining the post.
7. You will treat as strictly all the work on which you may be engaged during the period of your service with the company and all other business of the company, which may come to your knowledge.
8. In case of your leaving or termination of services, one calendar month's notice will be required from either side after confirmation. The Management also reserves the right to terminate your services on disciplinary or business losses due to your service.
9. During the probation period you will be paid a consolidated monthly stipend of Rs. 10,000 inclusive of all expenses. Except when you are asked to travel outstation for company work. On successful completion of internship you will be given salary of Rs. 15,000 plus incentives.

If the offer is acceptable, you are advised to join us by 1<sup>st</sup> July 2019. Incase we do not hear from you by the above date, the offer of appointment will stand automatically withdrawn. When you report to take up the appointment, you may please produce this letter along with three recent passport size photographs and your certificates / testimonials, in original, with copies.

Yours truly,

Chinmoy Dutta  
(Managing Partner)  
ENER VISION (a BEE empanelled ESCO)

Unit No 003, Bldg No-1C, NG SUN CITY, Phase-1, Thakur Village, Kandivali (East), Mumbai-400101  
Email- [chinmoy.dutta@enervisiongroup.com](mailto:chinmoy.dutta@enervisiongroup.com), Mob :9920123966

 <p>महाराष्ट्र राज्य विद्युत वितरण कंपनी लि.</p>	<p style="text-align: center;"><b>MAHAVITARAN</b>          Maharashtra State Electricity Distribution Co. Ltd.          (A Govt. of Maharashtra Undertaking)          CIN = U40109MH2005SGC153645</p> <p style="text-align: center;">4<sup>th</sup> Floor, Prakashgad, Station Road, Bandra (E), Mumbai-400 051.          Tel.: 2642 2211 / 2647 2131 Fax : 022-26476749          E-mail : cgmhrte@gmail.com Website : www.mahadiscom.in</p>
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No.CGM/T/E/DET(Dist)/ADVT. No. 06-2019(DR)/PR-1194/6834

Date:- 08.03.2023

**OFFER LETTER**

**By R.P.A.D / E-mail**

To,  
**LAXMIKANT BALAJI KAREGAONKAR, (OPEN)**  
**LAXMI NIWAS LAXMI COLONY,**  
**CHANAKYA CLASSES LANE,**  
**OLD AUSA ROAD, LATUR,**  
**DIST:- LATUR, MAHARASHTRA – 413 512.**

**Sub.: Offer to the post of "DIPLOMA ENGINEER-TRAINEE (Dist.)"**

**Ref.: 1. Your application in response to the ADVT. No. 06/2019.**

-----

**Dear Sir/Madam,**

With reference to the above, on the recommendations of the Competent Selection Committee and in pursuance of the approval accorded by the Competent Authority, we are glad to offer you position as **"DIPLOMA ENGINEER-TRAINEE (Dist.)"** **Selected against OPEN - GENERAL** on purely trainee basis subject to verification of documents/certificates until further orders on the following terms and conditions,

**TERMS AND CONDITIONS:**

1. You have been offered position as **"DIPLOMA ENGINEER-TRAINEE (Dist.)"** and allotted to **Jalgaon Zone**.
2. You will have to undergo training program for the period of one year out of which, you will be placed as trainee for a period of initial six months at various offices i.e. Zone, Circle, Division and Sub division, etc. and remaining six months as independent in-charge of the concerned area.
3. During training period, you will be paid a fixed stipend of **Rs. 18,000/-** per month.
4. You will be entitled for CPF & Gratuity and no other allowance will be applicable as per the prevailing Rules of the Company amended from time to time. The trainee period will not be counted for other service benefits.
5. After successful completion of trainee period, you will be appointed for the post of **Junior Engineer (Dist.)** in the pay scale of **Rs. 37340-1675-45715-1740-63115-1830-103375**.
6. After appointment, in addition to the pay, you will be eligible for such allowance as may be admissible under the Company's existing Service Regulations or as amended from time to time.
7. Your services are liable to be transferable anywhere in the State of Maharashtra as per requirement of the company.



8. This offer for the position of "**DIPLOMA ENGINEER - TRAINEE (Dist.)**" is on purely trainee basis. Your services are liable for termination by giving notice of one month period in writing on either side.
9. You have to execute Surety Bond of **Rs. 50,000/- (Rs. Fifty Thousand only)** for a period of **Three Years** on Non Judicial Stamp Paper of Rs.200/- and duly Registered with Authorized Notary along with the Solvency Certificate of the guarantors to be submitted. (*Specimen Agreement bond copy is attached herewith*).
10. In addition, if you abandon from duties/ resign from service within surety bond period from the date of joining as trainee, you shall be liable to **refund Rs. 50,000/- (Rs. Fifty Thousand only)** to M.S.E.D.C.L. towards selection process, training cost and expenditure incurred on you as per the execution of surety bond.
11. If you desire to resign during the above trainee period, you shall have to give **notice** as per rules in writing or pay **salary in lieu thereof**. If the resignation is submitted while on leave or absconding from duty, the notice period shall be counted from the **date you report for duty after expiry of the leave/absence**.
12. You will have to produce a Physical Fitness Certificate from the Civil Surgeon along with X-Ray report of Chest, which is compulsory. **You should obtain letter of cognizance for medical examination from concerned office**. If you are found unfit, your offer shall be cancelled forthwith.
13. You have to submit the **application form and attestation form** (*specimen attached herewith*) duly filled in and signed by the **appropriate authority** together with your two passport size photographs to the office where you have been asked to report at the time of joining. Your continuance in the service of M.S.E.D.C.L. will depend, upon the satisfactory report of your **Character and Antecedents** verified from the Police Authority within **three months** from the date of reporting in the Company. If the said report is found unsatisfactory / adverse, your services shall be terminated by giving due notice as per rules. Similarly, if you have furnished any particulars/information which is false or if you have suppressed material information, you shall be liable for **dismissal** from services as per rules.
14. If you are belonging to any of the Backward Class Category, you will have to submit **Caste Validity Certificate** issued by the Appropriate Competent Authority at the time of joining. In case, your caste certificate is not yet validated then you will have to submit **receipt/ token of document submitted to Caste Scrutiny Committee**. It is your sole responsibility to submit the Caste Validity Certificate within six months from date of joining. In case your caste is declared invalid by the Appropriate Caste Scrutiny Committee, then your services will be **terminated** without giving any prior notice. (*Please read Administrative Circular No.378 Dt.04.01.2012*)
15. Immediately after reporting for duty, you will have to take an **Oath of Allegiance** to the Republic of India.
16. You will not be entitled to any traveling allowance for joining as trainee in response to this Offer Letter.
17. After appointment in the post of **Junior Engineer (Dist.)**, you will have to pass the Departmental Marathi Language Examination within **three years** and Departmental Professional Exam within **prescribed period** as per Company's Rules, failing which your increment shall be withheld till the date of your passing of the said examination. If you fail to pass Departmental Professional Examination within prescribe period, your seniority will be reckoned from the date of passing of Departmental Professional Examination.

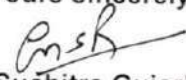
18. For other Condition of Service, you will be governed by the following Regulations as they exist at present or as amended from time to time.
- M.S.E.D.C.L. Classification & Recruitment Regulations-2005.
  - M.S.E.D.C.L. Employees' Service Regulations-2005.
  - M.S.E.D.C.L. Seniority Regulations-2005., *not applicable for trainee period.*
  - Contributory Provident Fund Regulation.
  - Gratuity Regulation or The Payment of Gratuity Act, 1972 as amended from time to time.
  - Any such other Rules and Regulations framed or prescribed by the MSEDCL or any Competent Authority (as they exist at present and as may be amended from time to time).
19. No application for alteration of **Date of Birth** recorded in Service Book will be entertained after a period of **ONE** year from the date joining as trainee.
20. You shall be regular and punctual in attendance at the place of work and shall be liable for Disciplinary Action for irregular attendance and your services shall be discontinued, if required as per M.S.E.D.C.L. rules.
21. You will have to produce the all original certificates together with attested copies of the certificates regarding your Educational Qualifications, School/College leaving certificate, SSC Certificate indicating Date of Birth, Caste & Caste Validation Certificates (if applicable), Non-Creamy Layer /Disability/Project Affected /Earthquake Affected/Sport/ Orphan/ Ex-Servicemen Certificate, etc(if applicable), Domicile Certificate and Relief order from your present employer. If you fail to submit the required documents at the joining time and place, your offer shall be treated as cancelled.
22. You will have to submit either resignation acceptance letter or valid reliving order from your present employer at the time of joining, if already employed. **Your employment in this Company shall be treated as a fresh entrant for all the purpose and M.S.E.D.C.L. will not bear any liability administratively and financially of your previous employer.** If you are in Government Service, you will not get any claim or benefit for your past service in the Government.
23. This Offer Letter is issued subject to the petitions pending in the Courts.

If you are willing to accept this offer with the aforesaid terms and conditions, **you should report on or before 10.04.2023 to the Office of the Chief Engineer, Jalgaon Zone** along with all necessary **original documents** and two sets of attested copies. Further, if you fail to report at the place of posting as per Schedule, your offer letter will be treated as cancelled without any further correspondence. **No further extension for joining will be given which may please be noted.**

In case, it is observed / noticed that, if you are not fulfilling any of the eligibility criteria as per the Advertisement, while scrutinizing the Original documents, your offer is liable for cancellation.

You are also requested to intimate your willingness for acceptance or refusal of this offer from the receipt of this letter by **return email** on **cgmhrte@gmail.com** and **dygmhrte@gmail.com** within **3 days** to this office.

Thanking You,

Yours sincerely,  
  
(Suchitra Gujar)  
Chief General Manager (TE)



- Encl.:-**
1. Application Form
  2. Attestation Form
  3. Specimen of Surety Bond

**Copy swrs to:-**

1. The Joint Managing Director, M.S.E.D.C.L., Konkan Region.

**Copy fwcs to:-**

1. The Chief Engineer, M.S.E.D.C.L., Jalgaon Zone.

**Copy to:-**

1. The Asst. General Manager (HR), Jalgaon Zone.

**----- It is directed to accept joining report of trainee along with following documents:**

- i. Attestation form duly filled in.
  - ii. Surety Bond of Rs. 50,000/- as per C.S.No.17 Dtd.14.07.2011 to M.S.E.D.C.L. Employees' Service Regulation 2005 executed on appropriate amount of bond paper along with the Solvency certificate of the guarantors.
  - iii. Attested copy of Degree / Diploma Certificate including Mark Sheet.
  - iv. Attested copy of Caste Certificate issued by the Appropriate Authority (*if applicable*).
  - v. Attested copy of Non-Creamy Layer Certificate (*If Applicable*).
  - vi. To obtain a physical fitness certificate of the trainee issued by civil surgeon.
  - vii. Attested copy of Caste Validation Certificate (*If applicable*).
  - viii. Attested copy of Domicile Certificate of Maharashtra State.
  - ix. Attested copy of Disability/Project Affected/Earthquake Affected/Sport/ Orphan/ Ex-Servicemen Certificate, etc (*if applicable*).
  - x. Attested Copy of SSC Certificate / School leaving Certificate (*for confirmation of Date of Birth*).
  - xi. Attested copy of relieving Letter from Previous employer, if applicable.
  - xii. To forward the documents to concerned committee for validation in case of whose caste is not yet validated.
  - xiii. On report for duties by the trainee, his joining report should be sent to this office.
2. The Asst. General Manager (HR- BCR/RC), Corporate Office, M.S.E.D.C.L., Mumbai.
  3. The Executive Engineer (HR-TE), M.S.E.D.C.L. , Corporate Office, Mumbai.
  4. The Manager (HR-Registry/PA Cell)/(F&A), M.S.E.D.C.L. , Corporate Office, Mumbai.
  5. The Dy. Manager (HR/TE)-I/II,II , M.S.E.D.C.L. , Corporate Office, Mumbai.
  6. P.F. / Follow-up File.



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

(CIN U40109MH2005SGC153646)

**HUMAN RESOURCE – TECHNICAL ESTABLISHMENT DEPARTMENT**

Phone No. (022) 26598595/2659500  
Fax:- (022)26598187/26592001  
E-mail :- [cgmr@mahatransco.in](mailto:cgmr@mahatransco.in)

Web Site: [www.mahatransco.in](http://www.mahatransco.in)

Plot No. C-19, Prakashganga 7<sup>th</sup> floor,  
Bandra-Kurla Complex,  
Bandra (E), Mumbai-400051



No.MSETCL/HR-T/AE (Trans)/Apptt./PR- 610/File No.182/5200

Date: 17 JUL 2023

**APPOINTMENT LETTER**  
**BY POST / E-MAIL**

To,  
Shri. SURAJ GANESH CHAVAN  
CHAVAN NIWAS SHELKE GALLI  
NEAR POST OFFICE MURUM  
OSMANABAD-413605  
MAHARASHTRA  
Email:- [surajchavan1169@gmail.com](mailto:surajchavan1169@gmail.com)

**Sub:** Appointment as Assistant Engineer (Transmission)  
in the pay scale of Rs. 49210-2165-60035-2280-119315/-  
**Ref:** 1) Advertisement No. 04/2022  
2) Your Application dtd. 21-05-2022

Sir,

On the recommendation of the Competent Selection Committee and in pursuance to the approval accorded by the Competent Authority, you are hereby appointed as **Assistant Engineer (Transmission)** on purely temporary basis in the pay scale of Rs. 49210-2165-60035-2280-119315/- Your appointment as Assistant Engineer (Transmission) is subject to the Terms and Conditions as specified in the Annexure attached to this letter and also the conditions as mentioned below. The details of reservation benefits you have availed are as under:-

Caste Category Applied	Selected against post reserved	Selected under Horizontal Reservation	Selected Under Divyang Quota
EWS	EWS	-	Selected against PWD-OA

2. You will draw pay at minimum of the Pay scale of Rs. 49210-2165-60035-2280-119315/- plus D.A. and other allowances as are applicable to the post of Assistant Engineer (Transmission) in MSETCL.

3. Your seniority in the post of Assistant Engineer (Transmission) shall be on provisional basis without prejudice to the claims of seniority of others, if any.

4. As per GoM Resolution No.BCC-2011/Ref.No.1064/2011/16-B dtd.12.12.2011 read with MSETCL Administrative Circular No.306 dtd.19.01.2012, you will be allowed to join only after submission of all documents, certificates required for Caste Certificate Validation. Further, it will be your sole responsibility to obtain Caste Validation Certificate from the concerned Caste Scrutiny Committee and produce the same within six months from the date of appointment letter, failing which your services will be terminated without giving any notice. **(This clause is applicable to you if you have applied under social reservation benefit).**

5. As per GoM Resolution No. अनाथ-२०१८/प्र.क्र.१८२/का-०३ दि. २३.०८.२०२१ you will be allowed to join provisionally subject to verification of your claim for Orphan Reservation from the appropriate authority. **(This clause is applicable to you, if submitted application under Orphan Reservation).**

6. You will have to undergo the Induction Level Training of approximately 45 working days (including Saturdays) at National Power Tainting Institute, NPTI Complex, Faridabad Bypass Road, Near NHPC Chowk, Sector 33, Faridabad, Haryana- 121003. For training related activities assistance like accommodation, how to reach etc. please contact Dr. Vatsala Sharma, Program Director, Cell No. 9810743209, Shri. Sandeep Sharma, Coordinator, Cell No. 9098482038, Shri. Amit Mishra, Assistant Director (For Hostel Coordination), Cell No. 8882444435 & Shri. Mukesh, Hostel Caretaker, Cell No. 9873551882. On completion of training, you will have to pass the test / exam prescribed by the Competent Authority for this purpose.

7. Immediately after receipt of this Appointment Letter, you should apply for Character & Antecedent Certificate (Police Verification) at <https://pcs.mahaonline.gov.in> and submit the same at the time of Joining. Please note that, at the time of joining if you do not possess the Character & Antecedent Certificate, you will not be allowed to join. [While applying online for Character & Antecedent Certificate, the Designation should be mentioned as the **Chief General Manager (HR)**, Plot No, C-19, Prakashganga 7th floor, Bandra-Kurla Complex, Bandra (E), Mumbai-400051.]

8. You will have to submit following documents at the time of your joining.

- Physical Fitness Certificate issued by the Civil Surgeon
- Attestation Form
- Application Form prescribed by Company
- Surety Bond
- Character & Antecedent Certificate (Police Verification)
- Educational Qualification Certificates & Marksheets
- Attested copy of SSC/School Leaving Certificate for Date of birth
- Caste Certificate & Caste Validity (If applicable)
- EWS Certificate (If applicable)
- Non-Creamy Layer Certificate (If applicable)
- Domicile Certificate
- Certificate issued by the Appropriate Authority regarding Orphan Reservation / Sports Reservation / Divyang Reservation / Divyang (alongwith UDID Card) (If applicable)
- Relief Order from the present employer, if you are in service.
- Aadhaar Card / Pan Card & Bank details.

9. Request for extension in joining time, for whatsoever reason, will not be accepted. In case you need any clarification in this regard or have any doubt, please feel free to contact **Shri. Swapnil Salunkhe, Senior Manager (HR-TE)** on 09594933494 / 022-26595278, E-mail-id:- [srmgr9hr@mahatransco.in](mailto:srmgr9hr@mahatransco.in).

10. You are requested to please go through the attachments carefully. Please carry all original documents / Certificates with you along-with a set of Photostat copies.

11. No travelling allowance or any other kind of allowance shall be admissible to you for joining at the place of training in pursuance to this appointment letter.

12. If you are willing to accept this appointment on the terms and conditions, fill in the Appointment Acceptance form enclosed with this Appointment Letter and forward the same on [srmgr9hr@mahatransco.in](mailto:srmgr9hr@mahatransco.in) before **26.07.2023**. Non receipt of the same will treated that you are not interested in joining MSETCL and in such case your appointment will be treated as cancelled and your vacancy will be filled from amongst wait listed candidates, no correspondence will be entertained in this regard, which may please be noted.

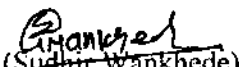
13. If you accept this appointment on the terms and conditions you are requested to report at the place of Induction Training National Power Tainting Institute, NPTI Complex, Faridabad Bypass Road, Near NHPC Chowk, Sector 33, Faridabad, Haryana- 121003 on **27.08.2023** i.e. Sunday at **9.00 AM** alongwith the required documents as mentioned above for documents verification. However, your 45 days Induction Training will start from 28.08.2023 & your joining date in MSETCL for all purposes will be treated as 28.08.2023.

14. Please visit our website [www.mahatransco.in](http://www.mahatransco.in) for more information about Company's profile.

You are welcome to MSETCL family.

Thanking you,

Yours faithfully,

  
(Sudhir Wankhede)

Chief General Manager (HR)

Encl: 1. Terms & conditions 2. Application form  
3. Attestation form 4. Specimen of Surety Bond  
5. Appointment Acceptance Form

**Copy s.w.rs. to:**

The Director (Projects) / Director (Operations) / Director (HR), MSETCL, Corporate Office, Mumbai

**Copy to:-**

1. The General Manager (HR-MPP) / (HR-Esstt), MSETCL, Corporate Office, Mumbai
2. The Superintending Engineer (HR-Training), MSETCL, Corporate Office, Mumbai
  - He is requested to do needful regarding arrangement for Induction Level Training.
3. The A.G.M. (HR-DA) / (HR-Claims) / (HR-TE), Corporate Office, Mumbai
4. The AGM (HR-CPF), Dharavi, MSETCL, Corporate Office, Mumbai
5. The AGM (HR-TE), Corporate Office, Mumbai
  - It is requested to arrange to collect following documents from the above appointee on 27.08.2023 in pursuance to this appointment letter.
    - a) Prescribed application form duly filled in.
    - b) Character & Antecedent Certificate (Police Verification)
    - c) Bond of five years executed on stamp paper
    - d) Attested copy of SSC/School Leaving Certificate for Date of birth
    - e) Attested copy of Degree Certificate/Mark-list.
    - f) Attested copy of Caste Certificate issued by the Appropriate Authority, if any.
    - g) Attested copy of "Caste Validity Certificate" belonging to SC/ST/VJ-A/NT-B/ NT-C/NT-D/Spl. BC/ OBC community, as the case may be.
      - In case the Caste Validity Certificate is not available then required documents for caste validation, if applicable.
    - h) Attested copy of "Non-creamy layer" Certificate for the candidates belonging to VJ-A, NT-B, NT-C, NT-D, Spl. BC, OBC and required for Woman Reservation, if any.
    - i) Domicile Certificate of Maharashtra State
    - j) EWS Certificate if applicable
    - k) Orphan Certificate / Sports Certificate / Divyang Certificate (alongwith UDID Card) if applicable.
    - l) Relief Order from the present employer, if in service
    - m) Aadhaar Card/Pan Card & Bank details
- It is also requested to arrange to collect Physical Fitness Certificate of the appointee obtained from the Civil Surgeon and X-Ray film of the chest. On report for duties/training by the above appointee, his/her joining report may be obtained from them.
- Arrangement for completing other post joining formalities such as hiring in SAP/ERP System, detailed posting of appointee and for drawl of salary of the appointee from the date of his / her joining at National Power Tainting Institute, NPTI Complex, Faridabad, Haryana- 121003 etc. may please be done.
6. The Sr. Manager (F&A-ET), MSETCL, Corporate Office, Mumbai
7. PR File/Follow up/PF/PR-610

\*\*\*\*\*

21st March 2024

**Digiholic.**  
**Pune, India**

RE: LETTER OF OFFER OF EMPLOYMENT – WordPress Web Developer

Dear **Mr. Izhar Faruqi**,

Following our recent discussions, we are delighted to offer you the position of – **WordPress Web Developer** with Digiholic.

Our Organization is an initiative by marketing enthusiasts who eat, sleep, breathe “Marketing” and provide end-to-end marketing solutions to small, medium and large businesses and educational institutions. If you join Digiholic, you will become part of a fast-paced and dedicated team that works together to provide our clients with the highest possible level of service and advice.

As a member of Digiholic, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. In addition, we expect your personal accountability in all the products, actions, advice and results that you provide as a representative of Our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

We are confident you will find this new opportunity both challenging and rewarding. The following points outline the terms and conditions we are proposing.

<b>Title</b>	WordPress Web Developer
<b>Fixed CTC</b>	INR 3,50,000 per annum
<b>Reporting Manager</b>	Andrew Das
<b>Work Days</b>	Mon - Fri (Sat-half day)

**Mandatory Probation:** You will be on probation for the initial 3 months of the job. During this period, if your performance is not deemed to be satisfactory, your employment may be terminated, without any notice. However, if you decide to terminate the employment by resignation, you shall be liable to serve a notice of 15 days during this period or one month's

salary in lieu thereof.

Post probation period, this arrangement may be terminated by either party upon notice in writing to either party with notice of 30 days.

A progression and performance review will be conducted on a quarterly basis to assess performance to-date, and to clarify or modify this arrangement, as the need may arise.

We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Sincerely,



Akshata Fernando  
Chief Executive Officer  
Digiholic

With the signature below, I accept this offer for employment.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## **Offer Letter**

**Date: 19/04/2023**

Dear Pritam Bembade,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Sr. Salesforce Developer** and the place of the employment shall be **Pune**.

We at TSDC Technologies LLP will pay you CTC of **INR 1500000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **20/04/2023**. You will be on probation for a period of **6 Month**, which may be extended or reduced at the sole discretion of the management.

Please note that your shift timings are 2PM-11PM with effect from the Date of joining. Some departments/teams work on a rotational shift basis, and their timings are decided by their manager/HOD as per the business needs and they are defined on HRMS accordingly. TSDC Technologies LLP reserves the final rights to change the shift timings for any employee at any time in accordance with business needs.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. TSDC Technologies LLP shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of TSDC Technologies LLP to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining TSDC Technologies LLP not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the TSDC Technologies LLP is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

TSDC Technologies LLP. Reserves the rights to depute the employee at any operational work location with prior notice along with changes pertaining to team / shift timings/ reporting structure The employee indemnify and shall keep the TSDC Technologies LLP indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in TSDC Technologies LLP.

We expect you to join us on or before **20/04/2023** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

**Please bring the following documents on the joining date.**

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation) Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

**Annexure I**

<b>CTC</b>	1500000.00
<b>Gross Benefit Amount</b>	119462.00
<b>Other Benefits</b>	750.00
<b>Contribution Amount</b>	4788.00
<b>Recurring Deduction Amount</b>	1800.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	62125.00	745500.00
HRA	Fixed	31063.00	372756.00
Special Allowance	Fixed	26274.00	315288.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1800.00	21600.00
Gratuity	2988.00	35856.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1800.00	21600.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions.
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

**ACCEPTANCE:**

I accept the company terms and conditions and confirm by taking up the position **Sr. Salesforce Developer** from 20/04/2023.

Signature:



Pritam Bembade (Sr. Salesforce Developer)

**For TSDC Technologies LLP.**



**(Pooja Singhal)**

**Managing Director**

Date: September 1<sup>st</sup>, 2023

**Mr. Vaishnavi Dhumal**

611H.NO.106

Vyanktesh Nagar Gadmodshingi,  
Kolhapur 419

**Subject: Appointment Letter**

Dear Mrs. Dhumal,

This is with reference to your recent interview with us.

It is our pleasure to inform you that upon assessment we have found your skills and competencies match our requirements.

We would like you to join our company on or before **Friday, September 1<sup>st</sup>, 2023**.

You shall be provided with a formal offer letter detailing a breakdown of the salary that we have agreed upon at the date of joining. Therefore, we would like to offer you an opportunity to work with our company as a **Jr. Design Engineer**.

**Place of work:** Swarajya Bhakti Building, First Floor, E Ward, Final Plot No. 97 Rajarampuri 5th Lane, Kolhapur, Maharashtra, 416008.

Please sign and date this letter as your acceptance to our offer.

We look forward to having you onboard AV Design Lab Pvt. Ltd.

Thanks



**Harshida Bajaria**  
HR- Executive  
e: [hr1@avdesignlabs.com](mailto:hr1@avdesignlabs.com)

**Acceptance:**

Vaishnavi Dhumal



**Bajaj Auto Limited,**  
Akurdi, Pune 411 035, India.  
Tel +91 20 27472851  
Fax +91 20 27473398  
bajajauto.com



Date: 02-11-2023

College: COEP

## Offer Letter

Dear AKSHAY ASHOKRAO KULKARNI,

Congratulations!!

We are delighted to make you an offer into **Flying Start** – Bajaj Auto's Management Trainee – Services Program.

As part of your first year at Bajaj Auto you would go through a rotation program which will also include an exposure to our manufacturing units. During your rotation you will get the opportunity to not only work with the best people in the industry but also get mentored by leaders.

Our Compensation offer is attached. You will receive a detailed Appointment Letter shortly. Terms for your employment will be as follows:

- While you are in the service of the Company, you will abide by the working hours and other Standing orders, code of conduct of the company, rules and regulations as applicable to the department, branch or place of your posting. Any violation of these may result in appropriate disciplinary action including termination of your service without any notice or salary in lieu of thereof.
- You shall not, during and after your employment with the company, divulge Confidential Information outside of the Company in any manner whatsoever and within the Company; you may divulge Confidential Information only to those who have a need to know it in the best interest of the Company.
- Any joining/ relocation expense (to include hotel, travel and any other joining expenses) & training expense paid to you by the company will be recovered from you in case you resign from the services of the company within one year.
- Your offer is subject to getting your medical fitness certified by the medical officer of the company.
- Your appointment at Bajaj Auto Ltd is subject to background verification, which would be conducted by an independent agency empanelled with us. By signing this offer letter, you are giving your consent to the background verification.

Kick-start your career with Bajaj Auto with this offer from us. We look forward to working with you!

Best Regards

Divisional Manager – Human Resources



**Bajaj Auto Limited,**  
Akurdi, Pune 411 035, India.  
Tel +91 20 27472851  
Fax +91 20 27473398  
bajajauto.com



## Management Trainee – Service - 2023 Remuneration

Remuneration Components	INR
<b>A. Fixed Gross</b>	9,35,000
<b>B. Maximum Performance Reward</b> <i>Linked with Annual rating &amp; ranking process</i>	1,65,000
<b>C. CTC</b> <b>(A+B)</b>	<b>11,00,000</b>
<b>D. Value of Insurance Benefits</b>	24,000
<b>E. Deferred Bonus</b>	1,00,000
<b>GTE Remuneration</b> <b>(C+D+E)</b>	<b>12,24,000</b>

- *MT-Service period is for 1 year from Date of Joining*
- *Annual increments at Bajaj Auto are calculated on amount mentioned in point no. C i.e. CTC (Fixed Gross + Maximum Performance Reward)*
- *As per the existing performance reward policy:*
  - *The Performance Reward is an annual payment.*
  - *Employees are ranked in 4 different ranking clusters (RC1 to RC4) based on their own performance and other specific parameters for the Business Unit.*
  - *Employees ranked under RC1 to RC3 (RC1 being the top/highest) ranking cluster will be eligible for Performance Reward pay-out, while the reward pay-out percentage will vary based on the Ranking Cluster.*
  - *Employees ranked under the bottom ranking cluster (RC4) will not receive any performance reward pay-out.*
- *Employees are not eligible for annual increments, performance reward and / or arrears, if the resignation date of an employee falls prior to the release of an annual increment letter / performance letter.*
- *Rs.8000 per month from above Fixed Gross will not be paid to employee if he/she avails company provided accommodation*
  - *Such accommodation will be offered only for 1 year from joining, based on the availability*
  - *The employee will be liable for any perquisite tax implications arising due to availing company provided accommodation*

Campus Relations contact: Sakshi Bhati -[sbhati1@bajajauto.co.in](mailto:sbhati1@bajajauto.co.in)





# Accord Autocomp Private Limited

(An IATF - 16949 Company)

• Press Components  
• PLC Controlled Zink Plating Plant

• Spot Welding / Projection Welding  
• Fabrication

Date: 05/01/2023

To,

**Mr. Raghvendra Mali**

**Subject: Offer Letter**

**Dear Raghvendra,**

Accord Autocomp Pvt Ltd. is pleased to offer you the full-time position of **"Quality Engineer" w.e.f. 06<sup>th</sup> January 2023.**

Other terms and conditions of your employment will be given at the time of joining.

The starting payable Gross salary for this position is **Rs.20,000/-** in accordance with Accord Autocomp Pvt Ltd. standard payroll practices for salaried employees, details of breakup enclosed.

On your first day of employment, you will be given additional information about Accord Autocomp Pvt Ltd. procedures, policies, benefit programs and more.

The appointment letter will be issued to you after completion of the joining formalities.

**For Accord Autocomp Pvt Ltd**

**Yashomati Shinde**  
**(Hr Manager)**



rd Autocomp Pvt. Ltd.

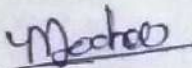
255/1, Plot No. 1 Phase 1, Tirumal Industrial Estate, Hinjewadi, Tal. Mulshi, Dist. Pune - 411057

ide : [www.accordengg.co.in](http://www.accordengg.co.in) / Email: [accordengg@rediffmail.com](mailto:accordengg@rediffmail.com)



ACCORD AUTOCOMP PVT	
S.No.255/1,Plot No.1Phese, Tirumala Industrial Estate, Hinjawadi,Ta.Mulshu.Dist.Pune-411057.	
Salary Structure	
Employee Name	Raghvendra Mali.
Department	QUALITY
Basic	7,000.00
HRA	3,000.00
Conveyance	2,000.00
Attend Allow.	2,000.00
Wash. Allow.	2,000.00
Educe Allow.	2,000.00
Perform Allow.	2,000.00
Total Gross Salary	20,000.00

For Accord Autocomp Pvt. Ltd.

  
**Mrs. Yashomati Shinde**  
 Hr Manager



REF/HRD/19/09/22/01

19<sup>th</sup> Sep 2022

Mr. Vijay Balaji Wadgaonkar,  
At. Post Wadgaon Tal- Mukhed  
Dist-Nanded - 431710

Dear Mr. Vijay,

**Sub: - Offer letter as "QA Engineer"**

Greetings.

With reference to the interview you had with us, we are pleased to offer you the post of "QA Engineer" at our Pune plant on the terms and conditions discussed with you at the time of interview.

Your CTC would be Rs. 23,000/- Per Month (Rs. Twenty three Thousand P. M. only).

Please join duty on or before 20.09.2022.

You are requested to submit following documents to personnel department at the time of joining.

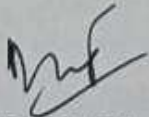
1. Copies of Education Certificates.
2. Relieving letter from your previous employer.
3. Two passport size photographs.
4. Recent Pay slip / copy of appointment letter showing break up of salary.

We shall issue letter of appointment after your joining the service. Some of the important terms of your appointment are given herein below: -

You will be on probation for 6 months from the date of joining the company. During this period your services are liable to be terminated without assigning any reasons, without any notice and without any compensation in lieu thereof. On satisfactory completion of your probationary period, your appointment may be confirmed in writing.

After confirmation, you are liable to be terminated by the Company at any time by giving to you one month's notice or salary in lieu of notice. In case you leave our employment during probation period without giving notice, we shall have the right to recover from you as liquidated damages an amount equivalent to three month's gross salary. This amount may be adjusted against any amount due to you.

If you wish to leave the employment of the Company, it shall be obligatory on your part to give three months' notice to the Company of your intention to leave the employment or pay to the Company an amount equivalent to three months' salary in lieu of notice.

**Kailash Vahn Pvt. Ltd.,**

Registered Office &amp; Factory : Village Dhanore, Alandi - Markal Road, Pune - 412105, Maharashtra, India

+91 02135 307724/307741/307742 | [www.kailashvahn.com](http://www.kailashvahn.com) | [info@kailashvahn.com](mailto:info@kailashvahn.com)

Pune • Bengaluru • Chennai





# **Kailash Vahn**

An amount equivalent to 5% of your monthly gross salary shall be deducted from your monthly salary and shall be retained with the Company. Such amount shall be deducted for a period of 18 months from the date of your joining the services. This amount shall be retained by the Company and would be paid to you after the expiry of 18 months along with 12% interest. However, if you prefer to leave the services of the Company prior to expiry of 18 months, the entire amount shall stand forfeited by the company. Similarly, if your conduct and performance is not found to the satisfaction of the Management, the entire amount shall stand forfeited.

We wish you all the best and welcome to Kailash Vahn family. With kind regards,

For Kailash Vahn Private Ltd.

Raghu Gupta  
Managing Director

Kailash Vahn Pvt. Ltd.,

Registered Office & Factory : Village Dhanore, Alandi - Markai Road, Pune - 412105, Maharashtra, India

+91 02135 307724/307741/307742 | [www.kailashvahn.com](http://www.kailashvahn.com) | [info@kailashvahn.com](mailto:info@kailashvahn.com)

Pune • Bengaluru • Chennai



**KOTECH**  
INFRA PVT LTD

Date: 28<sup>th</sup> Aug. 2023

Mr. Sagar Pralhad Dhamne  
Address: At/Po: Pusegaon, Hingoli,  
Maharashtra- 431513

Mob: 9168113500

Ref: KIPL/Sr. Quality Engineer/Sagar Dhamne/Kotech/

Mr. Sagar,

We are pleased to offer you the appointment letter for the position of **Sr. Quality Engineer** at Kotech Infra Private Limited. With a start date of 05th Sep. 2023, we believe your skills and experience are an excellent match for our company.

The Annual starting salary for this position is Rs. 5,27,396/- (including Basic, DA & HRA etc.) to be paid on a monthly basis on your account, Statutory deductions will be made from monthly salary (e.g. TDS, PT, EPF & ESIC etc.).

Confirm your acceptance of this offer by signing and returning this letter on today eod (28<sup>th</sup> Aug. 2023).

We welcome you to our organization and look forward to your contribution to the growth of the organization and yourself.

Wish you all the best!

**For KOTECH INFRA PVT LTD**

**Authorized Signature.**

SUMIT VISE, CEO



rushikesh bulbule &lt;rushikeshbulbule97@gmail.com&gt;

## Welcome to the V-Co-Creators Family!

1 message

**AE-GROUP** <noreply@darwinbox.in>

Fri, Feb 2, 2024 at 3:41 AM

To: rushikeshbulbule97@gmail.com

Cc: tejal.jadhav@automationedge.com, padmaja.ghadge@automationedge.com, shiva.bhagat@automationedge.com



Dear **Rushikesh Shivdas Bulbule**,  
Welcome to the V-Co-Creators Family!

We are delighted to have you on board with **ValueDX Technologies Pvt Ltd**

As an **Intern**, your role is critical in fulfilling the goal of the **Other Services** and **Professional Services** department at **ValueDX Technologies Pvt Ltd**. You will be reporting to **Gajanan Kulkarni (AE0314)**.

Your HRBP will be: **Jadhav Yuvraj**

We hope to see you succeed with opportunities given to learn and grow in the position.

Kindly be informed that post your On boarding, you will be required to complete a list of post joining formalities. An e-mail for the same will be shared soon.

We wish you all the best for your assignments and a long and rewarding career at **ValueDX Technologies Pvt Ltd**

Warm Regards,  
Team-HR

Powered By : [Darwinbox](#)