



## **APPOINTMENT LETTER**

July 3, 2021

Dear Nikita Bharambe,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

### **3. Other Benefits:**

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](https://mywipro.wipro.com)

#### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

#### 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

## 7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## 8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

## 9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

**Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

## 10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

## 11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

## 12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For **Wipro Limited**,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

## ANNEXURE I

### DECLARATION ON CONFLICT OF INTEREST

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

**Noted below are a few examples of conflict of interest:**

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

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

### **Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).

### **ANNEXURE II**

### **PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I Nikita Bharambe, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

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

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

### ANNEXURE III

#### SALARY OFFER SHEET

**Name: Nikita Bharambe**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
<b>Total Fixed Cash</b>	<b>24,688</b>
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
<b>Total Fixed Compensation</b>	<b>27,108</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	1,459
<b>Target Cost to Company per month</b>	<b>29,167</b>
<b>Total Cost to Company per annum</b>	<b>3,50,004</b>

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

### ANNEXURE – IV

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

## **ANNEXURE – V**

### **Variable Pay - A BRIEF OVERVIEW**

#### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2021-22.

## **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

#### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

#### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

##### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

##### **2. Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other

charges for pre-paid connections will be eligible under this head.

**3. Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

**4. Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

**5. New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

**Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

**Travel, Accommodation, Food & Other Miscellaneous Expenses**

**Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

**Accommodation, Food & other Miscellaneous Expenses**

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

**SUMMARY SOCIAL SECURITY & OTHER BENEFITS\***

**Medical**



1. **Medical Assistance Program (MAS)\*\*:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

#### Gratuity Benefit\*\*: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

#### Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific predefined pension Accrual rate.

#### Loans:

**Interest Free Loan:** An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

**Contingency Loan:** An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

### **1. Your Life and Accident Cover :**

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

## 2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.



**Signature Nikita Bharambe 3/7/2021 1:11 PM**

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited**

Doddakannelli

Sarjapur Road

Bengaluru 560 035

India

**T** :+91 (80) 2844 0011

**F** :+91 (80) 2844 0054

**E** :info@wipro.com

**W** :wipro.com

**C** :L32102KA1945PLC020800

21064541



Ref: TCSL/DT20207059087/1443074/Pune

Date: 16 June 2021

MR. SHUBHAM SURESH MOURYA  
Mourya Nivas, PI No 27 Hingna Road, Midc,  
Pardhi Nagar, Nagpur,  
Maharashtra-440016.  
Tel# 919168220468

**Sub: Joining Letter**

Dear Mr. Shubham Suresh Mourya,

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

We are pleased to inform you that your joining date at TCSL will be **22nd July 2021** , your joining location is **Nagpur** , work location is **Nagpur** and your stream is **IT** . This has been provided considering your preference and business requirements.

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

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

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



## **TCS Xperience Program**

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

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

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

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

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

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



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

Gear up to experience the future!!

Warm regards,

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



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



**Ref: TCSL/DT20206915242/1443241/Pune**

**Date: 12 May 2021**

MS. SHALAKA GURUDATTA THORAT  
F-9, Prathamesh Nagari Sinhgad Road,  
Anand Nagar, Pune,  
Maharashtra-411051.  
Tel# 919307710719

**Sub: Joining Letter**

Dear Ms. Shalaka Gurudatta Thorat,

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

We are pleased to inform you that your joining date at TCSL will be **03rd June 2021** , your joining location is **Pune** , work location is **Pune** and your stream is **IT** . This has been provided considering your preference and business requirements.

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

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

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

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

- *Join the organization on the specified date.*
- *Serve Minimum tenure (12 months from the date of joining) with the organization.*

### Note :

- *If you do not serve the minimum tenure mentioned above, the incentive provided will be recovered.*
- *Readiness incentive will not be given if a request for re-joining is initiated by you.*

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

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

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





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

Gear up to experience the future!!

Warm regards,

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



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





Ref: TCSL/DT20206917021/1443240/Pune

Date: 11 June 2021

MS. SEJAL SANJAY ARORA  
Plot Number 92, Sector 24 Pradhikaran, Nigdi,  
Opposite Traffic Police Station, Pune,  
Maharashtra-411044.  
Tel# 918975005869

**Sub: Joining Letter**

Dear Ms. Sejal Sanjay Arora,

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

We are pleased to inform you that your joining date at TCSL will be **08th July 2021**, your joining location is **Pune**, work location is **Pune** and your stream is **IT**. This has been provided considering your preference and business requirements.

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

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Gear up to experience the future!!

Warm regards,

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



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



**Ref: TCSL/DT20207304177/1448049/Pune**

**Date: 11 June 2021**

**MS. DARSHANA KRISHNALAL NAIR**

Survey No. 77/1, Vrindavan Building Survey No. 77/1,  
Near Gurunanak School, New Sangvi, Pune,  
Maharashtra-411027.  
Tel# 918788388973

**Sub: Joining Letter**

Dear Ms. Darshana Krishnalal Nair,

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

We are pleased to inform you that your joining date at TCSL will be **08th July 2021** , your joining location is **Pune** , work location is **Pune** and your stream is **IT** . This has been provided considering your preference and business requirements.

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

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Warm regards,

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



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

## Re: Offer Letter||Ashutosh Chalmal||



Samruddhi Bhopatkar

ashutoshchalmal@outlook.com, + 1

Feb 10



I2IT - Ashutosh Chalmal.pdf

PDF - 374 KB



Dear Ashutosh,

We are extremely pleased to offer you a role of  
**"Associate First Line Support Engineer"** at NICE.

Attached is the formal offer letter, request you to study the same and send us your signed scan copy as a formal acceptance of this offer on email at the earliest. As discussed, we will be expecting you to join us on **28<sup>th</sup> June 2021**.

Please feel free to talk to **Rajat Anchal** in case you have any queries. We look forward to having you onboard.

**Thank you and Regards,**





CIN NO: U72200PN2006PTC022306

**Regd. Office :** Austin Belvedere S. No. 85/B/9/1, Lalit Estate, Near Ganraj Mangal Karyalaya, Baner, Pune - 411045  
**Ph. :** 020 - 46919999. **E-mail :** sales@alliedsoftech.com, customercare@alliedsoftech.com **Visit us at :** www.alliedsoftech.com

Ref. No. :

Date :

Ref: ASPL/HRD/APPT/143

Date: 10.04.2021

### Appointment Letter

Dear Mr. Raj Garud

This has reference to your application and subsequent interview you had with us. We are pleased to appoint you as **"Software Developer"** for Pune region w.e.f 1<sup>st</sup> April 2021.

1.The probation period will be of Three month from the date of joining. The probation can be extended or reduced at the sole discretion of the management. On successful completion of your probation, a letter announcing the completion of your probation will be issued.

2. In probation period if at any stage you will not perform up to the mark, your employment will be terminated without giving any notice period, **no compensation/salary will be payable for such termination against the notice period.**

3.You will be paid an all-inclusive compensation of Rs.3,50,004/- per Annum, there shall be no other payment over and above this except as specifically agreed.

4.The salary structure and terms and conditions will be as mentioned below:

Particulars	Monthly	Annual
<b>BASIC</b>	8,165	97,980
<b>HRA</b>	2,722	32,664
<b>CITY COMPENSATORY ALLOWANCE</b>	16,330	1,95,960
<b>GROSS</b>	27,217	3,26,604
<b>PF</b>	1,800	21,600
<b>ESIC</b>	-	-
<b>PT</b>	200	2,500
<b>TAKE HOME</b>	25,217	3,02,504
<b>EMPLOYER PF</b>	1,950	23,400
<b>EMPLOYER ESIC</b>	-	-
<b>TOTAL SALARY (CTC)</b>	29,167	3,50,004

\*Contribution to Provident fund, ESIC and Profession Tax is subject to change in future as per government rules & regulations.





CIN NO: U72200PN2006PTC022306

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**Ph. :** 020 - 46919999. **E-mail :** sales@alliedsoftech.com, customercare@alliedsoftech.com **Visit us at :** www.alliedsoftech.com

Ref. No. :

Date :

5. The payment of your compensation shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.
6. Your services are transferable to any office / place of the company working anywhere in India with short notice.
7. Only after your confirmation You shall be entitled to 12 days' annual paid leave (in addition to the statutory holidays) computed at the rate of 1 day per month. You shall not be entitled to more than one paid leave per month.
8. During the probation period, you are not entitled to any paid leave and you are advised to keep your leave requirements to the minimum, not exceeding one leave per month.
9. During your employment you shall well and faithfully serve the company and use your utmost endeavors to promote its interests, and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
10. You shall not, during the continuation of your employment, engage in any other employment or activity, in absence of prior written approval from the company (which may be withheld by the Company at its sole discretion)
11. In signing this contract you confirm that you are not bound by any prior contract undertaking, commitment or other obligation to prevent you from being employed by the company or the Group and being able to fully and completely perform the services contemplated by this Agreement, nor in fulfilling your duties hereunder will you be breaching any duty of confidentiality to any persons including without limitation, your previous employers or principals.
12. You are required to work at such times for such periods as may be specified by the company in accordance with its prevailing policies and in any event, as are necessary for the efficient discharge of your duties.
13. **During Probation:** The appointment can be terminated by giving 7 days' written notice on either side or 7 days' salary in lieu thereof.

**After Confirmation:** The appointment can be terminated by giving not less than TWO months' written notice on either side or TWO months' salary in lieu thereof.

In case you happen to leave the organization for any reason; you will not join or associate yourself directly or indirectly with any similar business. The management reserves the right to accept our resignation or terminate your appointment waiving off the notice period and no compensation shall be payable for un-expired notice period.



CIN NO: U72200PN2006PTC022306

**Regd. Office :** Austin Belvedere S. No. 85/B/9/1, Lalit Estate, Near Ganraj Mangal Karyalaya, Baner, Pune - 411045  
**Ph. :** 020 - 46919999. **E-mail :** sales@alliedsoftech.com, customercare@alliedsoftech.com **Visit us at :** www.alliedsoftech.com

Ref. No. :

Date :

14. The company reserves the right to require you not to attend work and/or not to undertake all any of your duties of employment during any period of notice. (whether given by you or by the Company)
15. Your first months' salary during notice period (whether given by you or by the Company) will be hold by the company and it will be paid at the time of your full and final settlement.
16. You will maintain strict confidentiality related to the facts, figures and other technical and commercial information available to you – directly or indirectly - during your work during your employment and thereafter.
17. You will abide by the policies and practices of the company in force from time to time as made applicable to your cadre.

Please sign and return the duplicate copy of this letter as a token of your acceptance of this Appointment letter. We expect you to join us on the date mentioned above. If you do not join your duties on the above mentioned date, it will be presumed that you are not interested in our offer and this appointment will stand canceled immediately.

We wish you a happy and prosperous future with our organization and welcome you to Allied Softech family.

For Allied Softech Pvt. Ltd.

Authorized Signatory

I Accept,

Raj Garud

Cc: Employee's Personal File





February 8, 2021

Ms. Shraddha Bhandarkar,  
E-302, Capriccio society, Rama Group,  
Near Datta Mandir, Wakad,  
Pune - 411057

Dear Shraddha,

We take pleasure in offering you the position of **Associate First Line Support Engineer, Customer Support** subject to your acceptance of the Terms & Conditions of appointment detailed below.

This is a conditional offer and is subject to your successful and satisfactory completion of your course in **Year 2021** as per the company standards and expectations. The Company shall have the final and sole discretion to decide on the continuity of this conditional offer based on your result.

#### 1. DUTIES AND SERVICES

- a) You shall be appointed as **Associate First Line Support Engineer, Customer Support**. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, the Company may from time to time change your duties and responsibilities at its sole discretion.
- b) Your appointment will be effective from **28th June 2021**, unless terminated in accordance with the provisions of this agreement. If you fail to join the Company on the aforementioned date, this offer shall lapse.

Your employment is contingent upon your completing and submitting a satisfactory medical questionnaire. Your employment and its continuance is subject to your being found and remaining (physically and mentally) fit. If the company deems necessary, you may also be required to satisfactorily pass a medical examination from a registered medical practitioner, at the time of joining and from time to time in future. Your employment is also subject to receiving at least two satisfactory references.

You are expected at all times faithfully, assiduously and to the best of your ability, experience and talent, perform to the company's satisfaction, all of the duties that may be assigned to you, from time to time.

You are expected to be punctual and strictly abide by office timings of the Company. While you render your services to the Company, you understand that Company may require you to work in different shifts in accordance with the operational requirements of the Company. Additionally, you understand that to perform your duties diligently, you may be required to work and support beyond the normal working hours or on weekends or holidays.

While you are in employment with the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company or in hiring any employees of the Company.

#### c) Place of work

You will be based at **Pune**. The Company reserves the right to transfer or seconded you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and





conditions of your employment set forth herein are not adversely affected by such transfer. The Company further reserves the right, subject to applicable laws, to transfer your employment to any other company or legal entity, as part of any transfer of relevant business of the Company or as part of any restructuring or amalgamation or re-organization plan implemented by the Company or by which the Company is bound, subject to your consent and approval. In cases of transfer, the Company shall ensure that the terms and conditions of employment shall not be less favorable in any way than those applicable to you before transfer.

## 2. PROBATION

You will be on a probationary period of **6 months** from the date of joining. Your probation period is subject to extension at the sole discretion of the Company. On completion of **6 months**, it shall be deemed that you are confirmed unless Company extends your probation further for an additional period of **3 months** in writing. If the management is not satisfied with your work and conduct, your services shall be liable to be terminated as per **Clause 4** during or on completion of the probationary period.

## 3. COMPENSATION AND BENEFITS

During the term of the employment, the company shall pay to you the compensation and benefits stated in **Appendix A** of this agreement and it is agreed that you will accept the same as payment in full, for all services rendered by you to or for the benefit of the Company in your capacity as **Associate First Line Support Engineer, Customer Support**. The company shall reimburse you for reasonable and properly documented expenses incurred in connection with the company's business and the performance of your duties. These will be subject to such policies as the company may from time to time establish. The salary stated in **Appendix A** is payable monthly by direct credit to your bank account on or before the first day of each calendar month, with respect to the preceding month.

It is however clarified that except for statutory benefits, other benefits and entitlements that may be provided to you by the Company are provided to you on a voluntary basis by the Company in accordance with applicable Company HR Policy. Accordingly, the said other benefits and entitlements are liable to be withdrawn or changed from time to time. No such other benefits and entitlements shall be payable to you in the event you cease to be in employment with the Company prior to relevant payout date or are serving the notice period as on payout date, in all such cases the other benefits and entitlements shall be forfeited.

All forms of compensation referred to in this Agreement are subject to deduction of applicable withholding and payroll taxes as may be governed by the laws in force. You understand and agree that Employer PF contribution forms a part of the total compensation or cost to the company. You also understand that the Employee PF contribution shall be part of employee's salary and shall be deductible therefrom as required by the statute.

You may be entitled to following incentives:-

- You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

## 4. SEPARATION

- a) The employment may be terminated by either party during your probation, by giving notice of **15 days**.
- b) After confirmation, your employment with the Company may be terminated by either party giving **60 days written notice or 60 days salary** in lieu of notice and without assigning any





reasons therefore. Company reserves the right to pay or recover salary in lieu of notice. In the event you serve notice of termination, the Company may relieve you from the date as the Company may deem fit even before expiration of the notice period.

- c) Absence for a continuous period of 10 days (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or intimation from the Company, and you shall be liable to pay to the Company salary in lieu of notice.
- d) On termination, you will return to the company all materials; books; documents; data; drawings or records belonging to the company or any of its affiliates or customers and you shall not make or retain any copy thereof.
- e) Subject to earlier termination of this agreement as per the terms hereof and extensions that may be granted by the Company in its absolute and sole discretion, you shall be liable for retirement at the age of sixty (60) years or on completing thirty five (35) years of continuous service, whichever is earlier.
- f) Termination for breach of code of conduct/HR Policy:

The Company may terminate this agreement for Breach of 'Code of Conduct/HR Policy' with immediate effect, without giving any notice of termination or any compensation of whatsoever nature, to you. The Code of Conduct shall be deemed as having been breached by any or all of the following:

- i. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of employment;
- iii. Continuing, repeated and willful failure or refusal to perform agreed duties in the company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the company
- v. Commission of any acts which is detrimental to the Company's business or good will or in breach of the company's ethical code of conduct;
- vi. Violation of any other provision of this employment agreement.
- vii. HR Policy

In such case, the Company shall only be liable to pay your salary and benefits up to the date of your termination. Such termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## 5. USE AND NON-DISCLOSURE AGREEMENT

For the purposes of this Agreement:

"Group" means the Company, any subsidiary of the Company, any holding company of the Company, any subsidiary of such holding company and any company designated by the board of the Company as an associated company from time to time;

"Confidential Material" means any information relating to the Group or the business, prospective proposed business or affairs of the Group or of any customers or clients of the Group, including intellectual property and finances, which comes into your possession by virtue of your Employment, and which we regard, or could reasonably be expected to regard, as confidential.

You must not during your employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material and you must use your best endeavors to prevent such disclosure.

All Confidential Material and all other documents, papers and property which may have been made or prepared by you, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Group or those of any customer,





Supplier, agent, distributor or sub-contractor of the Group are, as between us deemed to be the Group's property. You must deliver up all such documents and other property, including all copies, to the Company immediately upon the termination of your employment (or at any earlier time on demand).

You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is required to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement. Failure by you to comply with this Clause shall represent gross misconduct entitling the Company to terminate your employment with immediate effect.

#### **6. COMPANY PROPERTY**

The company will provide you with infrastructure and tools as deemed necessary for carrying out your duties. All such tools provided by the company will be the property of the company.

All such property of the company that is given to you, shall be returned to the designated person in the company, upon the termination of the employment agreement and prior to the effective last date of your employment in the company.

#### **7. OWNERSHIP OF INTELLECTUAL PROPERTY/ INVENTIONS**

For the purposes of this Clause, 'Intellectual Property' includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide. If at any time during the course of your employment you create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company business or the business of any subsidiary or affiliate of Company, any Company of ours, any subsidiary of such holding company or any company designated by the Company as an associated company from time to time, you will immediately communicate full Details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any designated company's absolute property worldwide.

At our request and expense you will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and will assign, make, execute and deliver all and any documents requested by the Company and do all things that may be necessary or desirable in connection with for obtaining, maintaining, extending and if necessary enforcing and defending protection for and/or assigning to the Company or any designated company the Intellectual Property and as the Company may direct.

You hereby assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment.

You will do nothing during or after your employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any designated company and in particular you will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

You hereby waive absolutely your moral rights (if any) in respect of any such Intellectual Property.

#### **8. NON-COMPETITION CLAUSE**





During the term of this Agreement and for a period of 1 (one) year after the termination of your employment with the Company, if the Company perceives that you are or have been directly or indirectly associated with, managing, undertaking, carrying on or employed, engaged or interested in any capacity, or have advised, a company or firm that is in the same business as the Company or any business which is competitive with a certain business of the Company or a Group company, in a manner that is detrimental to the interest of the business of the Company or group company in India or worldwide, the Company shall be entitled to address such issue and take necessary action against you.

During the term of this Agreement and for a period of 1 (one) year thereafter, you shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Group company (or procure or assist the solicitation, interference with or enticement of) any employee, or do any act whereby such employee is encouraged to terminate their employment or engagement, with the Company or any other Group company.

#### **8A. Code of Ethics and Business Conduct**

You shall not, in the course of employment, be employed or engaged in any capacity in any other business without the prior written consent of the Company.

You shall read the provisions of the Company's Code Ethics and Business Conduct relating to bribery and corruption and the Company's Anti-Corruption and Bribery policy (the "Policy"), and therefore shall be aware of the Company's zero tolerance of all forms of bribery and corruption, in all business dealings of the Company and of the Company's business associates worldwide. You shall comply strictly with such provisions of the Company's said Code of Ethics and Business Conduct relating to bribery and corruption, and the Policy.

Any breach by you of any of your obligations under the foregoing provisions of this Clause shall be a fundamental breach by you of this contract of employment, and the Company may be entitled to terminate this contract of employment for breach by you without any severance pay in accordance with the applicable laws. Such right of termination for breach shall be in addition and without prejudice to any other rights and remedies which the Company may have in contract and/or at law with respect to such breach

#### **9. MISCELLANEOUS**

- a. This employment supersedes all prior and existing agreements, both oral and written, between the company and you, concerning employment in the company, and may be modified only by a document, which has been signed by both parties. Particularly, this agreement overrides and supersedes the Employment Offer provided by NICE Interactive Solutions India Pvt. Ltd. (on behalf of the Company), to you, which shall be deemed to be terminated forthwith upon your signing this Agreement.
- b. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the companies from time to time including those relating to conduct, discipline, benefits salary review, retirement, and any other matters as though these rules, regulations and orders were a part of this agreement of employment. Such policies, rules, and regulations may be subjected to alteration and amendment. If at any time your conduct is considered by the company as detrimental in terms of company policies or in violation of one or more terms of this agreement, your services will be terminated forthwith without notice.
- c. In the event that your duties require you to represent the company or liaise with legal or government authorities for company related business matters, you are expected to adhere to the law of the country as well as the ethical code of conduct that is defined by the company. It shall be your responsibility to be aware of the prevailing laws that govern such matters.
- d. You shall not make any commitment or representation on behalf of the company unless authorized in writing to do so. It is clearly understood that you shall not have the right to enter into, sign or execute contracts on behalf of the company or make commitments





of any kind for or on behalf of or purporting to be for or on behalf of the company, except as specifically authorized by a director of the Company in writing. The company assumes no responsibility for any statement, promises or warranties made by you and you hereby agree to indemnify and save harmless the Company against any claims arising therefrom. You will not incur or undertake any liability on behalf of the company or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind the company with respect to dealings with third persons, firms and companies.

- e. Any information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information/ particulars, the Company shall be entitled to terminate this agreement without notice. All notices/ communications sent to your last known address shall be deemed to have been properly served on, and received by you.
- f. The failure of either party at any point in time to enforce adherence by the other party, to any clause or condition of this agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any clause or condition for a specific purpose, be deemed to be a permanent waiver of the Aforementioned clause or condition thereafter
- g. You shall not seek election to any legislature or local body without the previous specific written consent of the company.

#### 10. BREACH OF PRIOR AGREEMENTS, DAMAGES

You warrant that:

- (a) In accepting this appointment and performing your obligations and services under it, you will not be in breach of obligations under any other employment or appointment;
- (b) In the event of such a breach, you and not the Company will be wholly and solely responsible and liable for any damages;
- (c) You will, prior to accepting this appointment, intimate to the Company any external education and training courses being undertaken by you; and
- (d) You will, prior to accepting this appointment disclose to the Company any prior medical history or illness which could affect your work in the Company. During the course of your employment, you shall submit to such medical examination as required and failure to do so shall be considered gross misconduct.

#### 11. APPLICABLE LAW AND JURISDICTION

This agreement is made with reference to the law of India and shall be governed by laws of India. The appropriate court in Pune will have the exclusive jurisdiction to entertain all disputes arising out of or relating to this Agreement.

#### 12. WORKING CONDITIONS

You will be required to work at least 40 hours per week. You will be governed by the HR policies and working conditions for the company's India operations, as and when they will come into force.

Your normal working hours will be in morning shift from Monday to Friday 9 hours per day with a one-hour break, but the requirements of your employment do call for some flexibility and you will be expected to work different hours from time to time as may be required.

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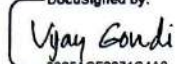


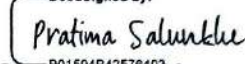


The language for communication for all written instruments notices and documents between you and the company will be English

Please confirm your acceptance of these terms and conditions of agreement by signing below. You are required to submit the documents stated in the attached **Appendix B** at the time of joining.

For NICE Interactive Solutions India Pvt. Ltd.

DocuSigned by:  
  
Vijay Gondi  
Vice President, Head of NICE India GTC

DocuSigned by:  
  
Pratima Salunkhe  
Director, Human Resources

Place: Pune

DECLARATION BY: Shraddha Bhandarkar

I have carefully read and understood the above offer including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the company as amended from time to time.

Signature: 

Date: 23/02/2021

Place: PUNE



### Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	17,894	214,726
	HRA	50%	8,947	107,363
	Flexible Pay Basket		6,921	83,054
<b>Base Salary</b>				<b>405,143</b>
<b>NICE Bonus Plan (Target) *</b>				<b>33,762</b>
<b>Other Benefits [B]</b>				
	Gratuity	4.81%	861	10,328
	Employer PF	12%	2,147	25,767
<b>CTC (INR)</b>				<b>475,000</b>

\* You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

- You will also be entitled to the following benefits:
  - Health Insurance & Personal Accident insurance
  - Group Term Life Insurance
  - Subsidized Cab Facility
- Employee PF contribution shall be part of employee's salary and shall be deductible therefrom.

**CTC - Cost to Company; INR - Indian Rupee**

Salary Components	Amount
Provident Fund	12% of Basic Salary
House Rent Allowance	50% of Basic Salary
<b>Flexible Pay Basket/Special Allowance</b>	Balance of Base Salary
<b>Component under Flexible Pay Basket :</b>	
1) Leave Travel Allowance - twice in a block of 4 years	Up to Rs.200,000 per annum
2) Meal Card	Up to Rs.2200 per month
3) Children Education Allowance - Up to 2 dependent children	Up to Rs. 200 per month
4) Gift Card	Up to Rs. 5,000 per annum
5) Telephone & Internet allowance	Up to Rs.18,000 per annum
6) Fuel Reimbursement	Up to Rs.36,000 per annum
7) Vehicle Maintenance	Up to Rs.15,000 per annum
8) Books & Periodicals	Up to Rs.20,000 per annum
9) Flexibly Pay/ Special Allowance	Balance



#### Appendix- B

List of documents required to be submitted at time of joining:

1. Proof of Age (Birth Certificate or School Leaving Certificate) - photocopy and originals; originals will be returned after verifying.
2. Proof of Residence - Photocopy of driving license/ Voter's identity card/ Ration card.
3. Passport (if any) - photocopy and original; original will be returned after verifying.
4. Academic Certificates - All mark sheets and certificates - photocopy and originals; originals will be returned after verifying.
5. Photograph (passport size) - 2 Nos.
6. Letter of release from previous employer (where applicable) - photocopy and original; original will be returned after verifying
7. Experience Certificate - photocopy and original; original will be returned after verifying
8. Salary certificate from previous employer or salary slip or copy of Form 16A - photocopy and originals; originals will be returned after verifying.
9. P.F. Details with previous employer:
  - 9.1 P.F. Account Number
  - 9.2 P.F. Managed by Trust/P.F. Commissioner
  - 9.3 Complete and exact postal address of Trust/Commissioner
  - 9.4 The above will have to be made available for as many companies as from where P.F. is due.
10. Any other, such as Merit Certificates etc.
11. Blood group/medical certificate.





February 8, 2021

Ms. Tanvi Nazane,  
T-102, Topaz Park, Park Street,  
Wakad, Pune - 411057

Dear Tanvi,

We take pleasure in offering you the position of **Associate First Line Support Engineer**, subject to your acceptance of the Terms & Conditions of appointment detailed below.

This is a conditional offer and is subject to your successful and satisfactory completion of your course in **Year 2021** as per the company standards and expectations. The Company shall have the final and sole discretion to decide on the continuity of this conditional offer based on your result.

## 1. DUTIES AND SERVICES

- a) You shall be appointed as **Associate First Line Support Engineer**. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, the Company may from time to time change your duties and responsibilities at its sole discretion.
- b) Your appointment will be effective from **28th June 2021**, unless terminated in accordance with the provisions of this agreement. If you fail to join the Company on the aforementioned date, this offer shall lapse.

Your employment is contingent upon your completing and submitting a satisfactory medical questionnaire. Your employment and its continuance is subject to your being found and remaining (physically and mentally) fit. If the company deems necessary, you may also be required to satisfactorily pass a medical examination from a registered medical practitioner, at the time of joining and from time to time in future. Your employment is also subject to receiving at least two satisfactory references.

You are expected at all times faithfully, assiduously and to the best of your ability, experience and talent, perform to the company's satisfaction, all of the duties that may be assigned to you, from time to time.

You are expected to be punctual and strictly abide by office timings of the Company. While you render your services to the Company, you understand that Company may require you to work in different shifts in accordance with the operational requirements of the Company. Additionally, you understand that to perform your duties diligently, you may be required to work and support beyond the normal working hours or on weekends or holidays.

While you are in employment with the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company or in hiring any employees of the Company.

### c) Place of work

You will be based at **Pune**. The Company reserves the right to transfer or seconded you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and conditions of your employment set forth herein are not adversely affected by such transfer. The Company further reserves the right, subject to applicable laws, to transfer your





employment to any other company or legal entity, as part of any transfer of relevant business of the Company or as part of any restructuring or amalgamation or re-organization plan implemented by the Company or by which the Company is bound, subject to your consent and approval. In cases of transfer, the Company shall ensure that the terms and conditions of employment shall not be less favorable in any way than those applicable to you before transfer.

## 2. PROBATION

You will be on a probationary period of **6 months** from the date of joining. Your probation period is subject to extension at the sole discretion of the Company. On completion of **6 months**, it shall be deemed that you are confirmed unless Company extends your probation further for an additional period of **3 months** in writing. If the management is not satisfied with your work and conduct, your services shall be liable to be terminated as per **Clause 4** during or on completion of the probationary period.

## 3. COMPENSATION AND BENEFITS

During the term of the employment, the company shall pay to you the compensation and benefits stated in **Appendix A** of this agreement and it is agreed that you will accept the same as payment in full, for all services rendered by you to or for the benefit of the Company in your capacity as **Associate First Line Support Engineer**. The company shall reimburse you for reasonable and properly documented expenses incurred in connection with the company's business and the performance of your duties. These will be subject to such policies as the company may from time to time establish. The salary stated in **Appendix A** is payable monthly by direct credit to your bank account on or before the first day of each calendar month, with respect to the preceding month.

It is however clarified that except for statutory benefits, other benefits and entitlements that may be provided to you by the Company are provided to you on a voluntary basis by the Company in accordance with applicable Company HR Policy. Accordingly, the said other benefits and entitlements are liable to be withdrawn or changed from time to time. No such other benefits and entitlements shall be payable to you in the event you cease to be in employment with the Company prior to relevant payout date or are serving the notice period as on payout date, in all such cases the other benefits and entitlements shall be forfeited.

All forms of compensation referred to in this Agreement are subject to deduction of applicable withholding and payroll taxes as may be governed by the laws in force. You understand and agree that Employer PF contribution forms a part of the total compensation or cost to the company. You also understand that the Employee PF contribution shall be part of employee's salary and shall be deductible therefrom as required by the statute.

You may be entitled to following incentives:-

- You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

## 4. SEPARATION

- a) The employment may be terminated by either party during your probation, by giving notice of **15 days**.
- b) After confirmation, your employment with the Company may be terminated by either party giving **60 days written notice or 60 days salary** in lieu of notice and without assigning any reasons therefore. Company reserves the right to pay or recover salary in lieu of notice. In





the event you serve notice of termination, the Company may relieve you from the date as the Company may deem fit even before expiration of the notice period.

- c) Absence for a continuous period of 10 days (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or intimation from the Company, and you shall be liable to pay to the Company salary in lieu of notice.
- d) On termination, you will return to the company all materials; books; documents; data; drawings or records belonging to the company or any of its affiliates or customers and you shall not make or retain any copy thereof.
- e) Subject to earlier termination of this agreement as per the terms hereof and extensions that may be granted by the Company in its absolute and sole discretion, you shall be liable for retirement at the age of sixty (60) years or on completing thirty five (35) years of continuous service, whichever is earlier.
- f) Termination for breach of code of conduct/HR Policy:

The Company may terminate this agreement for Breach of 'Code of Conduct/HR Policy' with immediate effect, without giving any notice of termination or any compensation of whatsoever nature, to you. The Code of Conduct shall be deemed as having been breached by any or all of the following:

- i. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of employment;
- iii. Continuing, repeated and willful failure or refusal to perform agreed duties in the company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the company
- v. Commission of any acts which is detrimental to the Company's business or goodwill or in breach of the company's ethical code of conduct;
- vi. Violation of any other provision of this employment agreement.
- vii. HR Policy

In such case, the Company shall only be liable to pay your salary and benefits up to the date of your termination. Such termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## 5. USE AND NON-DISCLOSURE AGREEMENT

For the purposes of this Agreement:

"Group" means the Company, any subsidiary of the Company, any holding company of the Company, any subsidiary of such holding company and any company designated by the board of the Company as an associated company from time to time;

"Confidential Material" means any information relating to the Group or the business, prospective proposed business or affairs of the Group or of any customers or clients of the Group, including intellectual property and finances, which comes into your possession by virtue of your Employment, and which we regard, or could reasonably be expected to regard, as confidential.

You must not during your employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material and you must use your best endeavors to prevent such disclosure.

All Confidential Material and all other documents, papers and property which may have been made or prepared by you, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Group or those of any customer,





Supplier, agent, distributor or sub-contractor of the Group are, as between us deemed to be the Group's property. You must deliver up all such documents and other property, including all copies, to the Company immediately upon the termination of your employment (or at any earlier time on demand).

You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is required to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement. Failure by you to comply with this Clause shall represent gross misconduct entitling the Company to terminate your employment with immediate effect.

## **6. COMPANY PROPERTY**

The company will provide you with infrastructure and tools as deemed necessary for carrying out your duties. All such tools provided by the company will be the property of the company.

All such property of the company that is given to you, shall be returned to the designated person in the company, upon the termination of the employment agreement and prior to the effective last date of your employment in the company.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY/ INVENTIONS**

For the purposes of this Clause, 'Intellectual Property' includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide. If at any time during the course of your employment you create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company business or the business of any subsidiary or affiliate of Company, any Company of ours, any subsidiary of such holding company or any company designated by the Company as an associated company from time to time, you will immediately communicate full Details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any designated company's absolute property worldwide.

At our request and expense you will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and will assign, make, execute and deliver all and any documents requested by the Company and do all things that may be necessary or desirable in connection with for obtaining, maintaining, extending and if necessary enforcing and defending protection for and/or assigning to the Company or any designated company the Intellectual Property and as the Company may direct.

You hereby assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment.

You will do nothing during or after your employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any designated company and in particular you will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

You hereby waive absolutely your moral rights (if any) in respect of any such Intellectual Property.

## **8. NON-COMPETITION CLAUSE**





During the term of this Agreement and for a period of 1 (one) year after the termination of your employment with the Company, if the Company perceives that you are or have been directly or indirectly associated with, managing, undertaking, carrying on or employed, engaged or interested in any capacity, or have advised, a company or firm that is in the same business as the Company or any business which is competitive with a certain business of the Company or a Group company, in a manner that is detrimental to the interest of the business of the Company or group company in India or worldwide, the Company shall be entitled to address such issue and take necessary action against you.

During the term of this Agreement and for a period of 1 (one) year thereafter, you shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Group company (or procure or assist the solicitation, interference with or enticement of) any employee, or do any act whereby such employee is encouraged to terminate their employment or engagement, with the Company or any other Group company.

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Any breach by you of any of your obligations under the foregoing provisions of this Clause shall be a fundamental breach by you of this contract of employment, and the Company may be entitled to terminate this contract of employment for breach by you without any severance pay in accordance with the applicable laws. Such right of termination for breach shall be in addition and without prejudice to any other rights and remedies which the Company may have in contract and/or at law with respect to such breach

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- b. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the companies from time to time including those relating to conduct, discipline, benefits salary review, retirement, and any other matters as though these rules, regulations and orders were a part of this agreement of employment. Such policies, rules, and regulations may be subjected to alteration and amendment. If at any time your conduct is considered by the company as detrimental in terms of company policies or in violation of one or more terms of this agreement, your services will be terminated forthwith without notice.
- c. In the event that your duties require you to represent the company or liaise with legal or government authorities for company related business matters, you are expected to adhere to the law of the country as well as the ethical code of conduct that is defined by the company. It shall be your responsibility to be aware of the prevailing laws that govern such matters.
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of any kind for or on behalf of or purporting to be for or on behalf of the company, except as specifically authorized by a director of the Company in writing. The company assumes no responsibility for any statement, promises or warranties made by you and you hereby agree to indemnify and save harmless the Company against any claims arising therefrom. You will not incur or undertake any liability on behalf of the company or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind the company with respect to dealings with third persons, firms and companies.

- e. Any information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information/ particulars, the Company shall be entitled to terminate this agreement without notice. All notices/ communications sent to your last known address shall be deemed to have been properly served on, and received by you.
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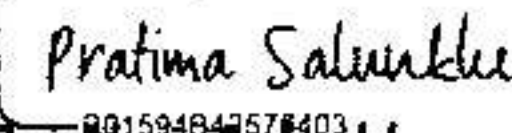


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For NICE Interactive Solutions India Pvt. Ltd.

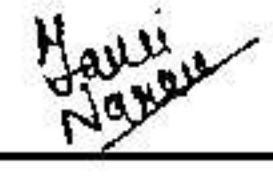
DocuSigned by:  
  
3065ACF2071C4A9  
**Vijay Gondhi**  
Vice President, Head of NICE India GTC

DocuSigned by:  
  
801594B42578403  
**Pratima Salunkhe**  
Director, Human Resources

Place: Pune

DECLARATION BY: Tanvi Naxane

I have carefully read and understood the above offer including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the company as amended from time to time.

Signature: 

Date: 23/02/2021

Place: PUNE





### Appendix- A

Your CTC details are as follows:

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	Gratuity	4.81%	861	10,328
	Employer PF	12%	2,147	25,767
<b>CTC (INR)</b>				<b>475,000</b>

\* You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

- You will also be entitled to the following benefits:
  - Health Insurance & Personal Accident insurance
  - Group Term Life Insurance
  - Subsidized Cab Facility
- Employee PF contribution shall be part of employee's salary and shall be deductible therefrom.

**CTC - Cost to Company; INR - Indian Rupee**

Salary Components	Amount
Provident Fund	12% of Basic Salary
House Rent Allowance	50% of Basic Salary
Flexible Pay Basket/Special Allowance	Balance of Base Salary
Component under Flexible Pay Basket :	
1) Leave Travel Allowance - twice in a block of 4 years	Up to Rs.200,000 per annum
2) Meal Card	Up to Rs.2200 per month
3) Children Education Allowance - Up to 2 dependent children	Up to Rs. 200 per month
4) Gift Card	Up to Rs. 5,000 per annum
5) Telephone & Internet allowance	Up to Rs.18,000 per annum
6) Fuel Reimbursement	Up to Rs.36,000 per annum
7) Vehicle Maintenance	Up to Rs.15,000 per annum
8) Books & Periodicals	Up to Rs.20,000 per annum
9) Flexibly Pay/Special Allowance	Balance



### Appendix- B

List of documents required to be submitted at time of joining:

1. Proof of Age (Birth Certificate or School Leaving Certificate) - photocopy and originals; originals will be returned after verifying.
2. Proof of Residence - Photocopy of driving license/ Voter's identity card/ Ration card.
3. Passport (if any) - photocopy and original; original will be returned after verifying.
4. Academic Certificates - All mark sheets and certificates - photocopy and originals; originals will be returned after verifying.
5. Photograph (passport size) - 2 Nos.
6. Letter of release from previous employer (where applicable) - photocopy and original; original will be returned after verifying
7. Experience Certificate - photocopy and original; original will be returned after verifying
8. Salary certificate from previous employer or salary slip or copy of Form 16A - photocopy and originals; originals will be returned after verifying.
9. P.F. Details with previous employer:
  - 9.1 P.F. Account Number
  - 9.2 P.F. Managed by Trust/P.F. Commissioner
  - 9.3 Complete and exact postal address of Trust/Commissioner
  - 9.4 The above will have to be made available for as many companies as from where P.F. is due.
10. Any other, such as Merit Certificates etc.
11. Blood group/medical certificate.



## LETTER OF OFFER

June 14, 2021

Dear Samiksha Yadav,

Based on the recent discussions with you, we are pleased to invite you to join MountBlue Technologies' deployment program.

The program will commence with an intense coding bootcamp. You will be a Trainee in the program. The bootcamp will enable you with the skill sets for effective deployment post the bootcamp. Your deployment will be at one of the following cities: Hyderabad, Mumbai, Bengaluru, Chennai, Delhi NCR and Pune.

Please refer to all details of the offer in the appendices of this document. Details about the program are available in the appendices.

Common to any training there will be performance reviews and assessments. Through the training period we will conduct performance assessments at regular intervals. Your continued association with MountBlue Technologies is dependent on a consistent record of performance.

Following are some important matters to ensure compliance with-

- During the training period, regular training hours will be 9.30AM through 6.30PM, Monday to Saturday. However, if the training requires any other time slots or changes to the training hours as determined necessary by the Management, we will expect your enthusiastic participation in such additional sessions as well
- At regular intervals, we will communicate our expectations and deliverables from you
- We assume you will conduct yourself with the highest standards of integrity and will abide, without deviation, from any code of ethics set forth by us
- We expect your complete focus and attention to the training sessions. During this period, if you need to be engaged in any other occupation please disclose it to us immediately. Ancillary engagements with other entities may entail withdrawal of benefits and services at our sole discretion
- You agree that you will maintain, without compromise, utmost confidentiality with all policies, procedures, data, material and information of MountBlue Technologies
- During the training, if any other rules apply to you, we will notify you of the same

Critical to accepting this offer is your continued commitment to MountBlue Technologies. This will be applicable for the training and deployment phase. We look forward to the opportunity to invest in your training and career growth. We will expect nothing less than for you to fulfill your commitment to us.

**Please convey your acceptance of this offer on e-mail by 9 AM, June 28, 2021. The details of offer acceptance are given in Appendix 2.**

**Bipasha Agarwal**

Manager

MountBlue Technologies Private Limited

Date :18/2/2021

**Letter of Intent**

Dear Akshay Pralaykant Polshettiwar,

We are pleased to offer you the full-time position of **Web Content Engineer at miniOrange Security Software Pvt Ltd.**

You will be reporting to our office at Baner, Pune Maharashtra. We believe your skills in the Computer Science field and your aptitude for problem solving is an excellent match for our dynamic and fast-paced start-up in the B2B Software Industry.

In this role, you will be likely working on one or more of these security domains: Single Sign On, Multi-factor Authentication, Risk-Based Access, Connectors for world-wide applications, Network Security (DDoS, Brute Force, Web Application Firewall - WAF etc.), Cyber Forensics. The security domain is a constantly improving vast domain with far reaching demand in business and personal space.

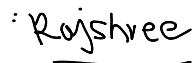
The Cost to Company (CTC) for this position is Rs. 5,50,000 per annum. Your tentative date of joining will be July 2021. Detailed offer letter with break-up of your CTC will be issued to you after your joining.

Besides working on cutting-edge Security domain, you will also be a part of wellness program which includes fitness sessions, vacation time, sports club membership, healthy meals etc.

We request you to sign this letter as your acceptance of this offer. If you fail to indicate your acceptance within 48 hours from the date of issuing the letter, this offer of employment will be deemed to have been withdrawn and cancelled.

We are excited to have you join our team and hope to see you in July!

Yours truly,  
For miniOrange Security Software Private Limited



Authorized Signatory





Rukmini Bugga &lt;buggarukmini@gmail.com&gt;

---

**Infosys Limited**

1 message

**Infosys Limited** <offers@infosys.com>

Mon, Jun 14, 2021 at 7:38 PM

To: "buggarukmini@gmail.com" &lt;buggarukmini@gmail.com&gt;

Dear Candidate,

Greetings! We hope you and your family are safe and well.

As we are initiating our virtual onboarding process for Freshers, we request you to provide us with some vital system information from your side.

Kindly click here to update your details at the earliest and your candidate ID is **1001722795**

Please note, it is essential for you to update details on the link shared above for us to accelerate your virtual onboarding process.

If you have any queries, please write to us at [offer\\_update@infosys.com](mailto:offer_update@infosys.com).

We look forward to welcoming you at Infosys.

Regards,

Talent Acquisition

Infosys Limited





Rukmini Bugga &lt;buggarukmini@gmail.com&gt;

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**Infosys Recruitment Process Survey - Please share your feedback**1 message

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**Infosys Freshers Recruitment** <Talent.Acquisition@infosys.com>

Fri, Mar 26, 2021 at 5:43 PM

To: "buggarukmini@gmail.com" &lt;buggarukmini@gmail.com&gt;

Dear Rukmini Subbalakshmi Bugga,

Congratulations on successfully clearing the Infosys selection process.

Since you have progressed through all the stages of our recruitment process, it would be great if you could spare 3-4 minutes to share a feedback on your experience.

Your feedback will help us assess and improve these processes.

Please [click here](#) to share your feedback.

Please note that this survey is accessible from the latest updated version of Chrome, Edge, Firefox and Safari only. IE is not supported.

We look forward to welcome you into the Infosys family.

Best regards,

Talent Acquisition

Infosys

*Note: Replies sent to this email will not be monitored.*



Ref: DSGS/HRD/2019-20/5388

01-Jul-21

**Mr. Roshan Sudhakar Kajulkar**  
**Bangalore**

**Contact No: 7719075548**  
**PAN No: HLVPK3367P**

**Dear Roshan,**

***Subject: Employment Letter***

We ("the Company") are pleased to offer you the position **Software Engineering Associate (CLG 100)** subject to the following:

- (1) This is only a provisional offer and is made on the basis of Company's current business requirements. In the event of any change in Company's business requirements, the Company, in its sole discretion, may withdraw/cancel this offer.
- (2) This offer is subject to your successful completion of **B.E** program and production of the relevant final certificates in support of the same. In the event you fail to successfully complete the **B.E** program this offer shall automatically stand withdrawn.
- (3) You are required to join the Company from **02-Aug-21**. If you accept this offer and fail to join the Company by the date mentioned above or any other date approved by the Company in writing, this offer shall automatically stand cancelled.
- (4) Upon joining, Company will invest considerable amount of time and money to provide extensive specialized technical, professional and other trainings and experience in certain software applications and methodologies, including trade secrets and the Company's proprietary information to you in order to make you a productive employee. In order to protect Company's investment in such specialized extensive training and experience, you will be required to execute an undertaking on the date of joining, a format of which is enclosed herewith as Annexure C.
- (5) This offer is being made in good faith on the basis of the information and documents provided by you during the recruitment process. The Company reserves the right to conduct background checks, directly or indirectly, to verify such information and documents. If any discrepancies are found in such information or documents or if the results of such background check are found to be unsatisfactory, as determined by the Company, in its sole discretion, the Company may withdraw/cancel this offer.
- (6) You will initially be based at the Company's office at **Dassault Systemes Global Services Private Ltd. (Formerly known as 3D PLM Global Services Pvt. Ltd.) B Block Ground Floor No. 45, 22nd Cross, 5th Main Road, 3rd Block, Jayanagar, Bangalore-560011** unless communicated otherwise by the Company prior to your joining.
- (7) Upon joining, your compensation will be as described in Annexure A

**Dassault Systemes Global Services Private Limited (Formerly known as 3D PLM Global Services Pvt. Ltd.)**

**Corporate Office:** #45, Ground Floor | 22nd Cross | 5th Main Road | 3rd Block | Jayanagar | Bengaluru 560011 | India  
| Tel. no: +91 (80) 2514 5000 | Fax no: +91 (80) 2665 9855

**Regd. Office:** Commerz, 10th Floor, International Business Park, Oberoi Garden City, Off W.E. Highway, Goregaon East, Mumbai - 400063 | Tel. no.: +91 (22) 49113800

**CIN:** U72900MH2014PTC259502 | [www.3ds.com](http://www.3ds.com)



- (8) Your employment will be governed by the terms and conditions detailed in Annexure B hereto.
- (9) You shall keep the contents of this offer and any Annexure hereto confidential.
- (10) This offer shall automatically stand withdrawn if we do not receive your acceptance within 7 (seven) calendar days from the date hereof.

Please acknowledge your acceptance of our offer by signing and returning the duplicate copy of this letter.

You are requested to report at the following address by **09:30 AM** on the date of joining mentioned above. Please ask for **Martin Antony Edwin** to complete the joining formalities. Please bring along the documents listed in Schedule 1 to Annexure B.

**Address:**

**Dassault Systemes Global Services Private Ltd. (Formerly known as 3D PLM Global Services Pvt. Ltd.) B Block Ground Floor No. 45, 22nd Cross, 5th Main Road, 3rd Block, Jayanagar, Bangalore-560011**

We understand that you may have queries during your joining period. We would encourage you to contact **Ajinkya Chintalwar (on Email ID: [Ajinkya.Chintalwar@3ds.com](mailto:Ajinkya.Chintalwar@3ds.com)/ Tel: 7887880114).**

We welcome you into the Dassault Systemes family and look forward to your valued contribution in taking the Company to greater heights. We are sure that our working environment will be conducive to helping you grow professionally as well as personally.

With warm regards,  
For **Dassault Systemes Global Services Private Ltd.,**

**Shirish Bavdekar**  
**Head – Talent Acquisition**

I have read and understood the terms of this Employment letter and all Annexure thereto. I accept this employment letter and my tentative date of joining is \_\_\_\_\_.

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

Signature: \_\_\_\_\_



## ANNEXURE A

**Name:** Mr. Roshan Sudhakar Kajulkar  
**Designation:** Software Engineering Associate  
**CLG:** 100  
**Location:** Bangalore

### Compensation Components:

<b>A. Basic Salary</b>	<b>Monthly</b>	<b>Annually</b>
Basic	17,023	204,280
<b>Sub Total A</b>	<b>17,023</b>	<b>204,280</b>
<b>B. Allowances</b>		
House Rent Allowance	8,512	102,140
Flexible Benefits	11,295	135,545
Statutory Bonus	3,600	43,200
Superannuation Contribution	-	-
<b>Sub Total B</b>	<b>23,407</b>	<b>280,885</b>
<b>Total (A+B)</b>	<b>40,430</b>	<b>485,165</b>
<b>C. Variable Compensation</b>		
Variable Pay	2,128	25,535
<b>Sub Total C</b>	<b>2,128</b>	<b>25,535</b>
<b>On Target Earning -OTE (A+B+C)</b>	<b>42,558</b>	<b>510,700</b>
<b>D. Benefits</b>		
PF Contribution	2,043	24,514
Gratuity (As Per Act)	819	9,826
Medical & Personal Accident Insurance	417	5,000
<b>Sub Total D</b>	<b>3,278</b>	<b>39,339</b>
<b>CTC (A+B+C+D)</b>	<b>45,837</b>	<b>550,039</b>

For Dassault Systemes Global Services Private Ltd.,

**Shirish Bavdekar**  
**Head – Talent Acquisition**



**Note:**

- Annual Compensation Revision (ACR) for all eligible employees is processed in April as per company policy. Employee joining on or before 30th September in the current year is eligible for Annual Compensation Revision in the subsequent year effective 1st April, on pro-rated basis. Compensation revision will be decided on the basis of your performance and organization's decision on compensation revision.
- The above compensation structure may be changed by the Company, at its sole discretion, from time to time.
- The Basic salary component will be used for computation of your retiral benefits.

**SALARY COMPONENT'S DESCRIPTION:**

**1. Flexible Benefits**

Flexible Benefits component shows total entitlement from which employee can claim a legitimate tax-free income as far as admissible under statute.

**2. Telephone Reimbursement (as per the Company's existing policy):**

You can claim reimbursement of expenses incurred on telephone, mobile or internet connection against valid original bills (i.e. original bills for the period you are in employment with the Company issued in your name within the same financial year in which the claim is made). Any amount that is not supported by valid original bills, will be paid along with salary for March, subject to deduction of tax at source.

**3. Lunch Allowance:**

Lunch Allowance is an optional component in your salary, which if opted, will be paid in form of Sodexo Coupons on a monthly basis. If you do not opt for Sodexo, then the above indicated amount will be disbursed as Special Allowance in the monthly salary.

**4. LTA (Leave Travel Assistance):**

One can opt for monthly or one-time disbursement. Monthly disbursement will be subject to deduction of tax at source. Taxability of the one-time disbursement will be subject to production of valid travel proof and applicable tax laws.

**5. Statutory Bonus**

Statutory Bonus is paid on monthly basis and it includes bonus payout under Payment of Bonus Act. This component is applicable up to CLG 200.

**6. Superannuation Contribution:**

Employees at the CLG 400 and above are entitled for this benefit.

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**CIN:** U72900MH2014PTC259502 | [www.3ds.com](http://www.3ds.com)



**7. Variable Pay:**

Variable Pay is currently paid on a quarterly basis. The amount of Variable Pay specified above is only an indicative figure and actual payout will be based on Company's Variable Pay scheme in existence from time to time.

**8. Employer's contribution to Provident Fund:**

Your Provident Fund membership begins on the date of joining the Company.

Employee's share of contribution i.e. 12% of your actual monthly basic salary will be deducted from your monthly salary. The salary structure as offered to you contains the Employer's PF contribution, which is equal to that of the employee's share of contribution.

**9. Insurance Benefits:**

It covers contribution to Group Medical Insurance, Group Personal Accident Insurance and Group Life Insurance as per applicable company policy.

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**ANNEXURE B**  
**TERMS AND CONDITIONS**

1. You may be transferred or seconded or deputed to any of the Company's other offices, subsidiaries or affiliates in India or abroad. The Company may vary these terms and conditions and your compensation in the event of such transfer, secondment or deputation.
2. You may be required to work in shift system as per requirements of your job position.
3. While you are based in India, you will earn leave at the rate of 34 working days paid vacation per financial year (April – March). e.g. Earned Leave (12), Casual Leave (10), Sick Leave (12). This is as per prevalent leave policy.
4. You will use your best efforts in the performance of employment duties assigned to you from time to time and shall, at all times, act in good faith and in the best interests of the Company. While in the service of the Company you shall not, without the express written permission of your reporting manager, undertake or concern yourself, directly or indirectly, with any other, paid or unpaid, business or work or assignment, whether part time or full time.
5. You may be required to travel in connection with the Company's business. You will be eligible for reimbursement of reasonable business expenses incurred in this connection and other allowances according to the Company's then prevailing policy pertaining to such travel.
6. You shall be bound by all the policies, rules, regulations and procedures currently prevailing or that may be established by the Company in future, and any modifications thereof or additions thereto, as may be declared by the Company from time to time. In the event of any conflict between the terms of your offer letter (including any Annexures thereto) and any policy, rules, regulations or procedures of the Company, the terms of the latter shall prevail.
7. **Termination by the Company** – The Company may terminate your services at any time with or without Cause subject to the following:

If the Company terminates your services without Cause, it shall (a) provide you notice of 90 (Ninety) days or such other period stated in the Company's policy prevailing at the time of such termination, or (b) pay you an amount equivalent to the monthly fixed salary for the shortfall in such notice period.

If the Company terminates your services with Cause - Your services may be terminated by the Company without notice for Cause.

"Cause" shall mean:

- a) Your breach of any of these terms or any other agreement signed by you with the Company, or
- b) Your breach of the Company code of conduct, policies, rules, regulations and procedures, or
- c) The Company's background check reveals discrepancies in the information or documents provided by you to the Company during the recruitment process, or
- d) The Company finds your performance unsatisfactory during any period of training or in the discharge of duties assigned to you, or

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- e) Any act or omission by you that may have the effect of injuring the reputation or business of the Company or causing loss to the Company, or
  - f) Your failure to comply with the instructions specified in Schedule 1 hereto, or
  - g) Your Unauthorized absence from work; or
  - h) Your insubordination; or
  - i) Your misconduct
8. **Termination by Employee** – If you wish to resign from the services of the Company, you shall provide the Company notice of 90 (Ninety) days or such other period stated in the Company's policy prevailing at the time of such resignation. You are expected to serve the full notice period in order to complete the transition of your duties to an employee identified by the Company. Failure to provide such notice or to serve the entire notice period shall make you liable to pay the Company liquidated damages equivalent to the monthly fixed salary for the shortfall in such notice period.
9. **Termination on Retirement** - Your employment will automatically terminate on retirement. Retirement will occur at the end of the month in which you complete 60 years of age.
10. Without prejudice to the other rights that the Company may have under these terms, the Company may, in its sole discretion, suspend payment of the whole or part of your salary in the event of your failing to comply with the instructions specified in Schedule 1 hereto.
11. You will be required to sign a Confidentiality and IPR Agreement effective from the date of joining to protect the Company's and its clients' rights in the information and materials developed by you or disclosed to you during the course of your employment. A copy of the Confidentiality and IPR Agreement can be provided to you, if you so request.
12. Any tax liability arising out of your salary / allowances / benefits shall be borne by you. The Company may deduct such tax liability or any amounts owed by you to the Company from your salary or from any other amounts payable by the Company to you.
13. If you have to undergo any specialized training arranged by the Company, you shall execute a training agreement, if the Company so requires.
14. Without prejudice to other rights available to the Company under these terms or any other agreement executed by you, you will reimburse the Company for all losses, damages, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) arising out of your breach of any of these terms or any other agreement executed by you with the Company or arising out of your gross negligence or refusal to perform your duties. You shall also reimburse the Company, any amounts paid to you that are not part of the compensation described in Annexure A or the Company's standard benefits published on the Company's intranet, if you resign from the Company or your services are terminated by the Company for Cause within 12 months from the date of your joining.
15. The validity, construction, interpretation and performance of these terms shall be governed by Indian Laws. Any dispute arising out of these terms shall be subject to the exclusive jurisdiction of courts in Mumbai, India.

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**Schedule 1 to Annexure B (applicable only for new joiners)**

**MANDATORY LIST OF DOCUMENTS**

Please carry the original documents along with a photocopy on your **Date of Joining**. Originals will be returned after verification on the same day:

- 1) Educational mark sheets & certificates –
  - (i) 10<sup>th</sup> mark sheet
  - (ii) 12<sup>th</sup> mark sheet
  - (iii) Graduation – All semester mark sheets & certificates
  - (iv) Post Graduation - All semester mark sheets & certificates
  - (v) Any other certificates
- 2) PAN Card
- 3) Passport
- 4) Driving License
- 5) Aadhaar Card
- 6) Doctor's Certificate in original which must mention the following:
  - (i) Certificate Date (not more than one week prior to date of joining)
  - (ii) Your Full Name
  - (iii) Your Age
  - (iv) Certification that you are of sound physical and mental health and also that you are not suffering from any contagious disease.
  - (v) Blood group.
- 7) Photocopies of service certificates from all the previous employers

You are also requested to carry four passport size color photographs.

**Acknowledgement by Candidate**

I hereby confirm to submit the above listed documents on my date of joining;

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

Signature: \_\_\_\_\_

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## ANNEXURE C UNDERTAKING

Whereas I, \_\_\_\_\_, <Name>, son/daughter/wife of \_\_\_\_\_, having permanent residence at \_\_\_\_\_, have been appointed as \_\_\_\_\_ <Designation> by **Dassault Systemes Global Services Private Ltd.**, a company incorporated under the Companies Act, 1956 having its registered office (herein after referred to as "**the Company**");

Whereas the Company will invest considerable amount of time and money to provide extensive specialized technical, professional and other trainings and experience in certain software applications and methodologies and may disclose trade secrets and the Company's proprietary information to me in order to make me a productive employee of the Company;

Capitalized terms not otherwise defined herein have the meaning given to them in the Employment Letter dated **01-Jul-21**

**Now therefore in consideration of the Company investing time and money to provide the aforesaid trainings and experience to me:**

1. I acknowledge and agree that the Company and /or its subsidiaries will invest considerable amount of time and money to provide specialized training to me in order to provide better services to the Company's clients.
2. I acknowledge and agree that the said specialized training would substantially enhance my professional skills and ability and that my non-availability in providing services to the Company pursuant to such specialized training would adversely affect the Company's operations and result in a loss of its investment.
3. I further acknowledge and agree that the Company has to recover and earn a return on its investment in such specialized training and that such recovery and earnings are directly dependent on me fulfilling my obligations under this Undertaking.
4. I hereby agree to receive and complete such specialized training and further undertake to remain in the employment of the Company for a period of not less than 18 months (excluding the notice period) from the date of joining (herein after referred to as "Stipulated Period").
5. I understand and agree that in the event I breach Clause 4 i.e. I voluntarily leave the employment of the Company or the Company terminates my employment with Cause before the expiry of the Stipulated Period, it will cause the Company to suffer damages, ("Liquidated Damages"), which is mentioned in Clause 6 below.
6. I and the Company have mutually discussed and I agree that the estimated amount of Liquidated Damages will be **INR 1,00,000 (Rupees One Lacs Only)**
7. I understand and agree to pay the Company the amount of Liquidated Damages stated in Clause 6 above in the event I breach the terms of this Undertaking. I shall pay such Liquidated Damages to the Company before

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the last day of my employment with the Company. I agree that the Company is entitled to recover all or part of Liquidated Damages from any amounts payable by Company to me.

8. I further undertake not to dispute the amount, and I shall pay the amount within the time mentioned in Clause 7 above and at the same time Company has full right to initiate appropriate legal proceeding against me.
9. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties shall be governed by and construed in accordance with the laws of Republic of India, excluding its conflicts of laws provisions and the courts of Mumbai shall have exclusive jurisdiction in matters related hereto.
10. In the event of any dispute of difference arising between the parties hereto over the interpretation or construction of any of the terms or provisions hereof and/or the implementation or enforcement thereof or of any right hereunder or any remedy relating thereto, the same shall be referred for arbitration to the sole independent arbitrator to be nominated by the Company whose award shall be final and binding on the parties hereto. Every such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof. The venue of such arbitration shall be Mumbai. Subject hereto, the courts in Mumbai alone shall have exclusive jurisdiction to the exclusion of other courts.
11. Should any provision of this Undertaking be or become ineffective, or be held to be invalid, this shall not affect the validity of the remaining provisions hereof. Any invalid provision or any gap or uncertainty of any provision in the Undertaking that becomes apparent when performing the Undertaking shall be replaced, interpreted or supplemented as the case may be in such a manner that the intended economic purpose of the Undertaking will be achieved.
12. And it is further agreed that all communications between the parties hereto shall be deemed to have been effectively served if addressed to the party at the registered office address of the Company and my address as set above (unless another address has been specified in writing by the party to which the notice is given) in writing by hand delivery or by postal delivery.
13. I have independently consulted my legal counsel before executing this Undertaking.

Executed by me on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ at \_\_\_\_\_

**(NAME & SIGNATURE OF EMPLOYEE)**

Executed by the Company on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ at \_\_\_\_\_ for fulfilling the promises made as set forth in this Undertaking.

For **Dassault Systemes Global Services Private Ltd.,**

**Shirish Bavdekar**  
**Head – Talent Acquisition**

**Dassault Systemes Global Services Private Limited (Formerly known as 3D PLM Global Services Pvt. Ltd.)**

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