Hope Foundation's
International Institute of Information technology, Pune
DEPARTMENT OF INFORMATION TECHNOLOGY
Academic Year : 2021-22

List of Placed Students

Sr. No.	Candidate Name	Company Name	Package offered
1	Ashutosh Bhardwaj	NICE Systems	5.25 LPA
2	Abhishek Mandilkar		
3	Aishwarya Kulshrestha		
4	Dhanshri Rajput		
5	Riya Waghmare		
6	Shivam Mahadik		
7	Siddhi Agarwal		
8	Siddhi Sonar		
9	Avani Shete	Blazeclan	4 LPA
10	Aayou Mangwani	Oracle	8.22 LPA
11	Ajinkya Gothankar		
12	Anushka Deshpande		
13	Saheb Singh Chandok		
14	Shrikant Sabde		
15	Siddhant Bhope		
16	Pranav Tupe		
17	Pratibha Baban Adhav	LTI	5 LPA
18	Ratikesh Gaonkar		
19	Shreyas Shrawage		
20	Suraj Tandel		
21	Aniket Bagnawar	Infosys	5 LPA
22	Pratik Kadam		
23	Amey Potnurwar		
24	Sayli Kshirsagar	IBM	7.5 LPA
25	Komal Deore		
26	Prathamesh Patil		
27	Shreyas Shrawage	Magneto IT Solutions	
28	GAYATRI Rajendra SHINDE	TCS	3.36 LPA
29	Aniket Bagnawar		
30	PALVI Makarand ACHARYA		
31	SHUBHAM Kamlesh MISHRA		
32	Bhavesh Bhadane		
33	KIRTI		
34	NIHARIKA BISHT		
35	Nikhil Bastia		
36	Pooja Pedgaonkar	Wipro	3.5 LPA
37	Bhavesh Bhadane		
38	Kamal Varma		
39	Nikhil Bastia		
40	Samiksha Nehe		
41	Pratibha Adhav		
42	Omkar Bhor		
43	Aadesh Jadhav		
44	Pradyumna Shirude		
45	Aniket Bagnawar		

46	Santosh Jadhav		
47	Anshika Khandelwal		
48	Rajni Sonavane		
49	Saket Khopkar		
50	Gayatri Shinde		
51	Koushik Pandilwar	HDFC	
52	Radhika Khandelwal		
53	Shubham Ramteke		
54	Pradyumna Shirude	Cognologix	5.5 LPA
55	Kamal Varma		
56	Pooja Pedgaonkar	miniOrange	
57	Lavish Gupta	INFOSYS - HackwithInfy/Infy TQ	
58	Shrikant Sabde		
59	Shreyas Shrawage		
60	Anushka Deshpande		
61	Aashutosh Bhardwaj	Cognizant	6.75 LPA
62	Ankita Ashutosh Shete		
63	Gayatri Rajendra Shinde		
64	Pratik Sunil Kadam		
65	Rajni Ramachandra Sonavane		
66	Ratikesh Rajesh Gaonkar		
67	Saheb Singh Chandok		
68	Samiksha Goraksh Nehe		
69	Siddhi Ramesh Agarwal		
70	Kamal Rajendra Varma		
71	kirti		
72	Shreyas Pramod Shrawage		10 LPA
73	Sayali Bajarang Kshirsagar		
74	Abhishek Chopda	Persistent Systems	4.7 LPA
75	Bhavesh Bhadane		
76	Lavish Gupta		
77	Nikhil Bastia		
78	Prathamesh Papade		
79	Sanved Bahendwar		
80	Omkar Bhor		
81	Sneha Dixon		
82	Himanshu Tijare	FIS Global	8.2 LPA
83	Kamal Rajendra Varma		
84	Lokesh Deepak Malkani		
85	Niharika Bisht		
86	Pradyumna Shirude		
87	Samiksha Goraksh Nehe		
88	Shubham Mishra		
89	Tanishq Singh		
90	Jagruti Girse	Harman	
91	Jagruti Girse	Acrotrend	6 LPA
92	Aadesh Jadhav	DECYPHER	2.4 LPA
93	Pratik Kadam	FIREEYE	14.28 LPA
94	Ramesh Ashok Darade	TRUECONNECT	2.4 LPA

Deepak S U
Placement Co-ordinator

Dr. Jyoti Surve
HoD

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NICE

November 1, 2021

Mr. Abhishek Mandilkar,
Morya Clinic Marunji Road,
Infront of Air Castle Society Near Allard College,
Pune 411057

Dear Abhishek,

We take pleasure in offering you the position of **Associate 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 2022 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 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 **27th June 2022**, 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

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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 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

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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,

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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

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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

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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.

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.

13. LANGUAGE OF COMMUNICATION

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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:
A3B808A26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
B01594B42576403...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Abhishek Mandilkar

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:*** _____

Place: _____

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Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	19,777	237,328
	HRA	50%	9,889	118,664
	Flexible Pay Basket		7,650	91,797
Base Salary				**447,789**
NICE Bonus Plan (Target) *				**37,316**
Other Benefits [B]				
	Gratuity	4.81%	951	11,415
	Employer PF	12%	2,373	28,479
CTC (INR)				525,000

* 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
10) Employer National Pension Scheme	10% of basic salary

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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.

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NICE

November 1, 2021

Ms. Aishwarya Kulshrestha,
C/O MWO Devesh Chandra SMQ 273/2,
Air Force Station Ojhar,
Nasik - 423203

Dear Aishwarya,

We take pleasure in offering you the position of **Associate 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 2022 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 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 **27th June 2022**, 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

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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 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

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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,

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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

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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

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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.

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.

13. LANGUAGE OF COMMUNICATION

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NICE

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:
A3B936A26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
901594B42578402...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Aishwarya Kulshrestha

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: Aishkul. ***Date:*** 05 NOV 2021

Place: Nashik

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Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	19,777	237,328
	HRA	50%	9,889	118,664
	Flexible Pay Basket		7,650	91,797
Base Salary				447,789
NICE Bonus Plan (Target) *				37,316
Other Benefits [B]				
	Gratuity	4.81%	951	11,415
	Employer PF	12%	2,373	28,479
CTC (INR)				525,000

* 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
10) Employer National Pension Scheme	10% of basic salary

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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.

NICE

October 28, 2021

Ms. Dhanshri Rajput,
Snehalata Bungalow, Near Kamgar Bhavan,
Netaji Chowk, Chalisgaon,
Jalgaon - 431501

Dear Dhanshri,

We take pleasure in offering you the position of **Associate 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 2022 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 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 **27th June 2022**, 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.

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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 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

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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

NICE

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

NICE

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.

13. LANGUAGE OF COMMUNICATION

NICE

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:
A3B808A26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
B01594B42576403...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Dhanshri Rajput

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: DRajput ***Date:*** 03-11-2021

Place: Chalisgaon

NICE

Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	19,777	237,328
	HRA	50%	9,889	118,664
	Flexible Pay Basket		7,650	91,797
Base Salary				447,789
NICE Bonus Plan (Target) *				37,316
Other Benefits [B]				
	Gratuity	4.81%	951	11,415
	Employer PF	12%	2,373	28,479
CTC (INR)				525,000

*** 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
10) Employer National Pension Scheme	10% of basic salary

NICE

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.

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NICE

October 28, 2021

Ms. Riya Waghmare,
Sr .No-187/6/1,Anusaya Colony ,
Kalamkar Wasti, Near Data Mandir Road ,
Wakad ,Pune -411057

Dear Riya,

We take pleasure in offering you the position of Associate 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 2022 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 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 27th June 2022, 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

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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,

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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

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NICE

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:
A3BB08A26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
901504B42578403...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Riya Waghmare

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: Waghmare ***Date:*** 02/11/2021

Place: PUNE

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NICE

October 28, 2021

Mr. Shivam Mahadik,
556/21, Akshay Niwas, Padwal Nagar,
Thergaon, Pune-411033

Dear Shivam,

We take pleasure in offering you the position of **Associate 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 2022** 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 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 **27th June 2022**, 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

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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 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

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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,

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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

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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

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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.

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.

13. LANGUAGE OF COMMUNICATION

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Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	19,777	237,328
	HRA	50%	9,889	118,664
	Flexible Pay Basket		7,650	91,797
Base Salary				**447,789**
NICE Bonus Plan (Target) *				**37,316**
Other Benefits (B)				
	Gratuity	4.81%	951	**11,415**
	Employer PF	12%	2,373	28,479
CTC (INR)				525,000

* 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
10) Employer National Pension Scheme	10% of basic salary

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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.

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NICE

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:
A1B80BA26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
B01594842576409...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Shivam Mahadik

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: Smahadik *Date:* 2/11/2021

Place: Pune.

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NICE

October 28, 2021

Ms. Siddhi Agarwal,
Mantri Niketan, Sunder Baug,
Flat C-8, Near 11 No. Bus stop,
Dapodi, Pune-411012

Dear Siddhi,

We take pleasure in offering you the position of **Associate 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 2022 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 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 **27th June 2022**, 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.

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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 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

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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,

NICE

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

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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

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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.

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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.

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

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(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.

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- 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
10) Employer National Pension Scheme	10% of basic salary

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NICE

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:
A3B808A26C474FB...

Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
B01594B42576403...

Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Siddhi Agarwal

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:*** _____

Place: _____

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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.

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NICE

October 28, 2021

Ms. Siddhi Sonar,
68/A,Durga - Siddhi Niwas,Shri Krushna Sneha Park,
Near Laxmi Nagar,
Nandurbar - 425412

Dear Siddhi,

We take pleasure in offering you the position of **Associate 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 2022 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 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 **27th June 2022**, 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.

NICE

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 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

NICE

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,

NICE

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

NICE

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

NICE

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.

13. LANGUAGE OF COMMUNICATION

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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:
A39B08A26C474FB...
Awan Roy
Vice President, Head of NICE India GTC

DocuSigned by:
Pratima Salunkhe
B0159AB42676402...
Pratima Salunkhe
Director, Human Resources

Place: Pune

DECLARATION BY: Siddhi Sonar

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: Sonar *Date:* 06/11/2021

Place: Nandurbar

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Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	19,777	237,328
	HRA	50%	9,889	118,664
	Flexible Pay Basket		7,650	91,797
Base Salary				447,789
NICE Bonus Plan (Target) *				37,316
Other Benefits [B]				
	Gratuity	4.81%	951	11,415
	Employer PF	12%	2,373	28,479
CTC (INR)				525,000

* 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
10) Employer National Pension Scheme	10% of basic salary

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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.

blazeclan

Strictly Private and Confidential

Reference No: BTPL/5697/2021 **Date: September 1, 2021**

To
Ms. Avani Shete,
Pune, Maharashtra

Dear Ms. Avani,

Subject: Pre-Placement Offer Letter for engagement as an Intern

Welcome to the Blazeclan Family!

We are pleased to make you an offer of full-time employment with **Blazeclan Technologies Private Limited** through this pre-placement offer letter (the "**Pre-Placement Letter**"). This offer is conditional to: a) completion of Internship with the Company to its satisfaction as contemplated in this Pre-Placement Letter; and b) you being able to show that you possess the performance standard and aptitude expected by the Company. The Company reserves the right to withdraw this offer anytime during your Internship.

You expressly agree and acknowledge that you will not have any lean or right on regular employment with the Company, either during the Internship (as defined below) or completion thereof.

This offer is subject to you furnishing the correct information regarding your past service/internship and other records. The Company further reserves its right to conduct background verification check.

Upon fulfilling the conditions above, at the sole discretion of the Company, you may be hired as an employee of the Company and given an appointment letter governing the terms and conditions of your employment.

The further terms and conditions of this Pre-Placement Letter are as follows:

1. **Stipend:**
   During the term of your Internship you will be entitled to a fixed monthly stipend of **Rs. 15000/-**. This stipend shall be subject to all the necessary tax and statutory deductions.
   Apart from the fixed monthly stipend, you shall not be eligible for any other performance incentive, bonus or any other employment benefits from the Company, during Internship.

2. **Term**
   Unless otherwise agreed in writing, your Internship with the Company shall commence with effect from **20/06/2022** or such earlier date as agreed between you and the Company and shall by default expire on ("**Internship**"). If required, the Company may choose to extend this term at its

sole discretion.

3. **Hours of Work**

You will be required to work for nine (9) hours per day from Monday to Friday. Further, depending on project/work contingencies, workload and business requirements, at any given time you may be required to work outside these stated hours, including weekends.

4. **Leaves**

You will not be entitled to any leave during your internship and any leave taken by you, will be considered as leave without pay.

5. **Intellectual Property Rights**

a. You as an intern, agree to assign to the Company, the entire worldwide right, title and interest in any Company's Innovations, intellectual property rights and all associated records. The Company's "Innovations", include but not limited to, processes, machines, improvements, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), moral rights, trademarks, trade names, trade secrets, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent, copyright, moral right, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software and designs. Company's Innovation are innovations that you, solely or jointly with others, conceive, reduce to practice, create, derive, develop or make within the scope of your work for the Company.

b. During your Internship or after that, you shall perform any acts and execute such documents which in the judgment of the Company or its attorney may be needful or desirable to secure the Company's best intellectual property rights protection and all the rights to such Innovation, invention, discovery or improvement.

6. **Confidentiality**

a. You shall neither use nor disclose any secrets, transactions or confidential information related to the Company, its business, customers that you may acquire, at any time during your Internship to any third party other than to perform assigned work for the benefit of the Company.

b. Confidential information, includes,but not limited to, any technical and non-technical information including patent, copyright, trade secret, and proprietary information, technique, sketches, drawings, models, inventions, innovations, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed services and products of the Company, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, business forecasts, sales and merchandising and marketing plans and information ("Confidential Information") which according

to the Company are necessarily confidential and form valuable property of the Company.

c. Your obligation not to disclose Confidential Information will be in force even after separation from the Company. You shall hand over all records under your possession to the Company on separation.

7. **Termination**

a. Notwithstanding any of the clauses of this Pre-Placement Letter, the Company reserves the right to terminate your Internship and thereby withdraw the pre-placement offer without assigning any reason and without any notice during your Internship.

b. The Company may terminate your Internship immediately without notice or payment if:

- You are guilty of serious misconduct;
- You breach any fundamental term or condition of your Internship;
- You intentionally disobey a lawful and reasonable direction of the Company; or
- You furnish false information, or pertinent information regarding your background and/or previous employment/internship or withhold such information from the Company.

8. **Indemnification**

You shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceeding, or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect, in the opinion of the Company.

9. **Governing Laws and Arbitration**

a. This Pre-Placement Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune.

b. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.

c. The Company reserves the right to initiate legal action against you in case of breach of this Pre-Placement Letter.

10. **Other terms and conditions**

a. You shall be guided by the Company's policies as amended from time to time and shall be required to demonstrate an appropriate behavior towards its adherence and cherish the values propagated by the Company.

b. This Pre-Placement Letter contains the entire understanding between you and the Company concerning the subject matter hereof and is in addition to any and all prior and contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written,

blazeclan
ignite transformation on cloud

respecting that subject matter. You agree that no representations or promises concerning the terms of your Internship have been made except as set forth in this Pre-Placement Letter, and that your Internship with the Company does not violate any conditions of any other agreements you may have made prior to accepting this Pre-Placement Letter.

Please return the duplicate of copy of this Pre-Placement Letter duly signed by you as a token of your acceptance of the Pre-Placement Letter and terms and conditions mentioned above, failing which this Pre-Placement Letter stands canceled.

All of us are excited about working with you at Blazeclan and look forward to a mutually rewarding relationship.

Thanking you.
Yours faithfully,
For **Blazeclan Technologies Private Limited**

Ilham Mulla
Sr. Manager - Talent Acquisition

ACCEPTANCE

I have read and understood all the terms and conditions contained in this Pre-Placement Letter. It accurately reflects my understanding of the terms and conditions of my Internship with the Company.

I understand and agree that any changes in the terms of your Internship described in this Pre-Placement Letter must be set forth in a written document signed by a duly authorized officer of the Company.

Name: Avani Shete

Signature: A.P. Shete

Place: Nashik

Date: 01 - 09 - 2021

ORACLE Oracle Financial Services Software Limited

Oracle Park
Off Western Express Highway
Goregaon (East)
Mumbai, Maharashtra - 400 063
India

phone +91 22 6718 3000
fax +91 22 6718 3001
oracle.com/financialservices
CIN : L72200MH1989PLC053666

Private & Confidential

29 April 2022

Aayou Mangwani

Dear Aayou,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Bengaluru, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **752,951.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

The break-up of your total gross compensation is given below:

Components	Amount (INR) p.a
A. Basic salary	315,000.00
B. Flexible Benefit Plan (FBP) **	385,000.00
C. Annual Gross Pay AGP (A+B)	700,000.00
D. Company's contribution to PF	37,800.00
E. Company's contribution to Gratuity	15,151.00
Total Gross (C+D+E)	**752,951.00**

** - Details of Flexible Benefit Plan is provided in the Annexure *"Employment Agreement & Employment Benefits"*

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 305,402.34**

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toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget.
Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of Interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

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This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Bindu Venkatesh
Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

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I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
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Private & Confidential

04 May 2022

Saheb Singh Chandok

Dear Saheb Singh,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **752,951.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

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Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 305,402.34** toward relocation costs under the JAPAC and India Relocation Program. Please note that this

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

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This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

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This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Bindu Venkatesh
Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

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I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

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Private & Confidential

04 May 2022

Anushka Deshpande

Dear Anushka,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **752,951.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

You will also be eligible to participate in the variable Bonus Plan applicable to your role, line of business and region (the Delivery Discretionary Bonus Plan). At your career level, you may be eligible to earn variable bonus up to 10.00% per annum on your Annual Gross Pay (Base Salary) in accordance with the terms and conditions of the Delivery Discretionary Bonus Plan. This bonus is discretionary and is also subject to a number of factors, including your performance, the performance of the company and your line of business, and the funding of the bonus pool.

The break-up of your total gross compensation is given below:

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Total Gross (C+D+E)	752,951.00

** - Details of Flexible Benefit Plan is provided in the Annexure *"Employment Agreement & Employment Benefits"*

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 305,402.34** toward relocation costs under the JAPAC and India Relocation Program. Please note that this

amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

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Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

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We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Bindu Venkatesh
Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

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Private & Confidential

04 May 2022

Shrikant Sabde

Dear Shrikant,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **752,951.00** payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

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Relocation Assistance:

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We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Bindu Venkatesh
Vice President – Human Resources & Training

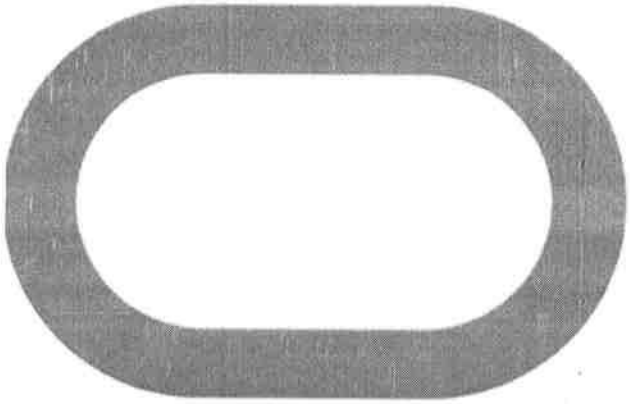
OFFER LETTER ACCEPTANCE:

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ORACLE

SIDDHANT
Menu
Skip to main content.
- Home

Skip to main content.

Congratulations on your offer!

Private & Confidential

04 May 2022

Siddhant Bhope

Dear Siddhant,

We are pleased to offer you employment in the position of Associate Consultant with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation at an annual rate of INR **752,951.00** payable over twelve (12) months. In addition, you will be eligible, to participate in the standard compensation plan relevant to your role and line of business.

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Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**

Bindu Venkatesh
Vice President – Human Resources & Training

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An Employment Agreement which, together with this offer letter, will constitute my formal contract of employment; and
- A separate Proprietary Information Agreement.

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

Decline Accept

LTI
Let's Solve

Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: Pranav Tupe

College: International Institute Of Information Technology, Pune (i2IT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Pranav Tupe,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a Graduate Engineer Trainee. This offer is on the following terms and conditions, subject to a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be Rs.30000 as per the details mentioned in 'Annexure-1'.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You are required to register yourself as an 'apprentice' on the apprenticeship portal http://www.mhrdnats.gov.inwithin [7] days from the date of this offer or once your final semester is completed as applicable. You shall be required to accept the offer on the portal site as well.
4. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in 'Annexure-2'. Your appointment is in accordance with the Apprentices Act, 1961.
5. Documents - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in 'Annexure-3'.
6. Background Verification - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.

   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this Graduate Engineer Trainee Offer Letteron the CampBuzz Portal (https:\ \campbuzz.lntinfotech.com) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.
7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.

10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in 'Annexure-4'.

12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

    If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

    We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus
Recruitment, Learning
& OD

I have read the letter and accept the same.

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name : Pranav Tupe	Date : October 14, 2021
Grade : GA2	
COMPONENTS	Rs. (P. M.)
Stipend	30000

Medical Insurance Premium

The Group Mediclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, final semester should have cleared in FIRST ATTEMPT only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered • Aggregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate(of all courses) must stateFirst class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	• No active/live backlogs allowed at the time of the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

LTI
Let's Solve

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that this recruitment process is completely free of cost.

3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement

6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

LTI
Let's Solve

ANNEXURE-3

Please bring along with you the following documents in original and one copy of the same.

A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.

B. Non-Disclosure Agreement.

C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

1. Proof of age.
2. SSC/HSC or equivalent examination mark sheets.
3. Diploma / Degree mark sheets for all the Semesters/Years.
4. Passport first & last page.
5. Four wheeler Driving License.
6. Pan card.
7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

LTI
Let's Solve

ANNEXURE-4

Name : Pranav Tupe Date : October 14, 2021

Salary Grade : GE2

Components	Rs. p.a.	Rs. p.m.
Basic		15000
Bouquet of Benefits		23800
A. Base Salary (PA)	465600	38800
Annual Incentive	0	
B. Total Variable (PA)	0	
C. Total Target Cash (A+B)	465600	
Provident Fund (PF)	21600	1800
Gratuity	8658	722
Mediclaim Premium	6773	
D. Retirals & Other Benefits	37031	
Cost to Company (CTC) C+D	502631	

Medical Insurance Premium:
The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:
1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

Date: February 24, 2022

Ref: LTI/HR/EN3/Campus/2022

Name: Pratibha Baban Adhav

College: International Institute Of Information Technology, Pune (i2IT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Pratibha Baban Adhav,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee.** This offer is on the following terms and conditions, subject to a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs.30000** as per the details mentioned in **'Annexure-1'.**
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You are required to register yourself as an 'apprentice' on the apprenticeship portal http://www.mhrdnats.gov.inwithin [7] days from the date of this offer or once your final semester is completed as applicable. You shall be required to accept the offer on the portal site as well.
4. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **'Annexure-2'**. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in **'Annexure-3'**.
6. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.

   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter**on the **CampBuzz Portal** (https:\\campbuzz.lntinfotech.com) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.
7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

LTI
Let's Solve

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.

10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in **'Annexure-4'**.

12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

    If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

    We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Ashish Naik
Associate Director -
Talent Acquisition

I have read the letter and accept the same.

Adhav RB

25/02/2022

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name : Pratibha Baban Adhav Grade : GA2	Date : February 24, 2022
COMPONENTS	Rs. (P. M.)
Stipend	30000

Medical Insurance Premium

The Group Mediclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, final semester should have cleared in FIRST ATTEMPT only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered • Aggregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate(of all courses) must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	• No active/live backlogs allowed at the time of the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery

LTI
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Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that this recruitment process is completely free of cost.

3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement

Candidate Signature: Adhav P.B

Name: PRATIBHA BABAN ADHAV

Institute Name: INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY, PUNE

Mobile No: 7796218907

Date of interview process: 25-01-2022

LTI
Let's Solve

ANNEXURE-3

Please bring along with you the following documents in original and one copy of the same.

A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.

B. Non-Disclosure Agreement.

C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

1. Proof of age.
2. SSC/HSC or equivalent examination mark sheets.
3. Diploma / Degree mark sheets for all the Semesters/Years.
4. Passport first & last page.
5. Four wheeler Driving License.
6. Pan card.
7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

LTI
Let's Solve

ANNEXURE-4		
Name : Pratibha Baban Adhav	Date : February 24, 2022	
Salary Grade : GE2		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15000
Bouquet of Benefits		22015
Bonus		1750
A. Base Salary (PA)	**465180**	**38765**
Annual Incentive	0	
B. Total Variable (PA)	**0**	
C. Total Target Cash (A+B)	**465180**	
Provident Fund (PF)	21600	1800
Gratuity	8664	722
Mediclaim Premium	10556	
D. Retirals & Other Benefits	**40820**	
Cost to Company (CTC) C+D	**506000**	

LTI
Let's Solve

Medical Insurance Premium:
The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:
1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

LTI
Let's Solve

Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: Ratikesh Gaonkar

College: International Institute Of Information Technology, Pune (i2IT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Ratikesh Gaonkar,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee.** This offer is on the following terms and conditions, subject to a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs.30000** as per the details mentioned in **'Annexure-1'.**

2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.

3. You are required to register yourself as an 'apprentice' on the apprenticeship portal http://www.mhrdnats.gov.inwithin [7] days from the date of this offer or once your final semester is completed as applicable. You shall be required to accept the offer on the portal site as well.

4. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **'Annexure-2'**. Your appointment is in accordance with the Apprentices Act, 1961.

5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in **'Annexure-3'**.

6. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.

   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (https:\\campbuzz.lntinfotech.com) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

LTI
Let's Solve

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.

10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in **'Annexure-4'**.

12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

    If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

    We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus Recruitment, Learning & OD

I have read the letter and accept the same.

Signature and Date

LTI
Let's Solve

ANNEXURE-1

Name : Ratikesh Gaonkar Grade : GA2	Date : October 14, 2021
COMPONENTS	Rs. (P. M.)
Stipend	30000

Medical Insurance Premium

The Group Mediclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

LTI
Let's Solve

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. **No Year drop allowed.**
Course must complete in:	4 years
SSC, HSC/Diploma (If applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, final semester should have cleared in FIRST ATTEMPT only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered • Aggregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate(of all courses) must state **First class**
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	• **No active/live backlogs allowed at the time of the interview process** • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

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Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that this recruitment process is completely free of cost.

3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement

6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

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ANNEXURE-3

Please bring along with you the following documents in original and one copy of the same.

A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.

B. Non-Disclosure Agreement.

C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

1. Proof of age.
2. SSC/HSC or equivalent examination mark sheets.
3. Diploma / Degree mark sheets for all the Semesters/Years.
4. Passport first & last page.
5. Four wheeler Driving License.
6. Pan card.
7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

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ANNEXURE-4		
Name : Ratikesh Gaonkar	Date : October 14, 2021	
Salary Grade : GE2		
Components	**Rs. p.a.**	**Rs. p.m.**
Basic		15000
Bouquet of Benefits		23800
A. Base Salary (PA)	**465600**	**38800**
Annual Incentive	0	
B. Total Variable (PA)	**0**	
C. Total Target Cash (A+B)	**465600**	
Provident Fund (PF)	21600	1800
Gratuity	8658	722
Mediclaim Premium	6773	
D. Retirals & Other Benefits	**37031**	
Cost to Company (CTC) C+D	**502631**	

LTI
Let's Solve

Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

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Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: Shreyas Shrawage

College: International Institute Of Information Technology, Pune (i2IT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Shreyas Shrawage,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee.** This offer is on the following terms and conditions, subject to a successful background check

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs.30000** as per the details mentioned in **'Annexure-1'.**
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You are required to register yourself as an 'apprentice' on the apprenticeship portal http://www.mhrdnats.gov.inwithin [7] days from the date of this offer or once your final semester is completed as applicable. You shall be required to accept the offer on the portal site as well.
4. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in **'Annexure-2'**. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in **'Annexure-3'**.
6. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.

   If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter**on the **CampBuzz Portal** (https:\\campbuzz.lntinfotech.com) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled. Post registration on the CampBuzz portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.
7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

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9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.

10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in **'Annexure-4'**.

12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

    If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining.

    We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus Recruitment, Learning & OD

I have read the letter and accept the same.

Signature and Date

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ANNEXURE-1

Name : Shreyas Shrawage Grade : GA2	Date : October 14, 2021
COMPONENTS	Rs. (P. M.)
Stipend	30000

Medical Insurance Premium

The Group Mediclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

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ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E /B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed only after the completion of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA
	NOTE: • SSC /HSC should have cleared in FIRST ATTEMPT only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, final semester should have cleared in FIRST ATTEMPT only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above OR Equivalent CGPA
	• For the interview process, an aggregate of 60% & above till the results of the last conducted examination will be considered • Aggregate of 60% & above or equivalent CGPA must be obtained after declaration of final semester results
	• Includes aggregate of all semesters AND all appeared subjects (Irrespective of the University rule)
	• Conversion from CGPA into Percentage must be calculated as per your respective University norms
	• Provisional/Passing Certificate(of all courses) must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	• No active/live backlogs allowed at the time of the interview process • All backlogs (if any) must be cleared with the final semester exams • All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course)
	• Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

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Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.

2. I am aware that this recruitment process is completely free of cost.

3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.

4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.

5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement

6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

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ANNEXURE-3

Please bring along with you the following documents in original and one copy of the same.

A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.

B. Non-Disclosure Agreement.

C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

1. Proof of age.
2. SSC/HSC or equivalent examination mark sheets.
3. Diploma / Degree mark sheets for all the Semesters/Years.
4. Passport first & last page.
5. Four wheeler Driving License.
6. Pan card.
7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

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ANNEXURE-4			
Name	: Shreyas Shrawage	Date	: October 14, 2021
Salary Grade	: GE2		

Components	Rs. p.a.	Rs. p.m.
Basic		15000
Bouquet of Benefits		23800
A. Base Salary (PA)	**465600**	**38800**
Annual Incentive	0	
B. Total Variable (PA)	**0**	
C. Total Target Cash (A+B)	**465600**	
Provident Fund (PF)	21600	1800
Gratuity	8658	722
Mediclaim Premium	6773	
D. Retirals & Other Benefits	**37031**	
Cost to Company (CTC) C+D	**502631**	

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Medical Insurance Premium:

The Group Mediclaim Policy of Company covers Employee, Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.

Employees will not be eligible for any other assistance towards domicillary treatment other than the medical allowances.

Notes:

1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI policy.
4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
7) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

- Following are the components applicable to you under **Bouquet of Benefits (BOB).**

Components	Limits	Remarks
House Rent Allowance (PM)	10% - 50% of basic	Mandatory
Medical Allowance (PM)	Rs. 1,250/-	Optional
Conveyance Allowance (PM)	Rs. 1,600/-	Optional
Meal Allowance (PM)	Rs. 1,100/- OR Rs. 2,200/-	Optional

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.

-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Infosys

Dear Suraj Sadanand Tandel,

Congratulations!

You have cleared the interview round to receive a job offer for the **Digital Specialist Engineer** role at Infosys.

Digital Specialist Engineer is a niche technical role that requires full-stack capabilities and skills like analytics, artificial intelligence, automation, big data, cloud, cybersecurity, data consulting, digital commerce, interaction, and marketing. Digital specialist engineers work across Infosys business units on special projects to develop integrated applications and bring agility in development with DevSecOps culture.

The compensation offered for this role is **INR 6.25 LPA**.

Please note:

1. This is a conditional job offer subject to your background verification.
2. You might have appeared in PPI (Pre Placement Interview) for a different role. The role offered to you is at par with the assessment of your skills from the interview.

Please feel free to write to us at talent.acquisition@infosys.com for any clarifications.

Best Regards,

Talent Acquisition

Infosys

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October 20, 2021

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

Dear Komal Deore,

Congratulations!

Based on your application and interviews, we are interested in taking forward your candidature with IBM India Pvt. Ltd. For nearly 100 years, IBM has made an extraordinary impact on the world. This is your opportunity to work with a dynamic organization and make a difference in the way the world works.

You may have an opportunity to undergo an IBM Orientation Program specially designed for all college campus hires which will be conducted at your college or external premises. This training is to enable you to acclimatize to the industry and refresh your technical skills. These are voluntary programs, and you may also opt to ensure that your technical skills are up to date, on your own initiative. Should you choose to undergo this program, a separate communication with terms and conditions may be issued to you in this respect.

You may be required to clear additional assessments to the satisfaction of IBM, before a formal offer of employment is issued.

We are very pleased to provide this Expression of Interest, which reiterates our intention to hire you, subject to successful completion of our normal pre-recruitment processes (including a background check & prescreening, if applicable). After you provide other information, supporting documents and successfully meet our requirements, we propose to issue a Formal Offer Letter to you.

Please note this Expression of Interest is neither an offer nor a legally binding contract of employment. The Expression of Interest shall remain valid until the earlier of date of the Formal Offer Letter or nine months hereinafter.

If any information supplied by you in your application or during the selection process is found to be unsatisfactory, incorrect or false and/or if you suppress material information regarding your qualifications and experience, IBM reserves the right to revoke this Expression of Interest without notice. IBM's decision in this respect shall be final.

The terms of Expression of Interest are strictly between you and IBM. Please treat this information as personal and confidential.

We look forward to the opportunity to work with you and hope to convert this Expression of Interest into a formal fixed term employment relationship between you and IBM upon the successful completion of all pre-recruitment procedures.

Signed By - IBM Authorized Signatory
Talent Acquisition Leader ISA



COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads** : We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

October 20, 2021

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

Dear Sayali Kshirsagar,

Congratulations!

Based on your application and interviews, we are interested in taking forward your candidature with IBM India Pvt. Ltd. For nearly 100 years, IBM has made an extraordinary impact on the world. This is your opportunity to work with a dynamic organization and make a difference in the way the world works.

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Leverage the Power of Tech for good

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Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the US Chamber of Commerce to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.

October 16, 2021

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

Dear Amey Potnurwar,

Congratulations!

Based on your application and interviews, we are interested in taking forward your candidature with IBM India Pvt. Ltd. For nearly 100 years, IBM has made an extraordinary impact on the world. This is your opportunity to work with a dynamic organization and make a difference in the way the world works.

You may have an opportunity to undergo an IBM Orientation Program specially designed for all college campus hires which will be conducted at your college or external premises. This training is to enable you to acclimatize to the industry and refresh your technical skills. These are voluntary programs, and you may also opt to ensure that your technical skills are up to date, on your own initiative. Should you choose to undergo this program, a separate communication with terms and conditions may be issued to you in this respect.

You may be required to clear additional assessments to the satisfaction of IBM, before a formal offer of employment is issued.

We are very pleased to provide this Expression of Interest, which reiterates our intention to hire you, subject to successful completion of our normal pre-recruitment processes (including a background check & prescreening, if applicable). After you provide other information, supporting documents and successfully meet our requirements, we propose to issue a Formal Offer Letter to you.

Please note this Expression of Interest is neither an offer nor a legally binding contract of employment. The Expression of Interest shall remain valid until the earlier of date of the Formal Offer Letter or nine months hereinafter.

If any information supplied by you in your application or during the selection process is found to be unsatisfactory, incorrect or false and/or if you suppress material information regarding your qualifications and experience, IBM reserves the right to revoke this Expression of Interest without notice. IBM's decision in this respect shall be final.

The terms of Expression of Interest are strictly between you and IBM. Please treat this information as personal and confidential.

We look forward to the opportunity to work with you and hope to convert this Expression of Interest into a formal fixed term employment relationship between you and IBM upon the successful completion of all pre-recruitment procedures.

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA



COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
  IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.

- **Meal Delivery Service**
  We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good

- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with United Way of India to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with StepOne. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

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Offer: Computer Consultancy
Ref: TCSL/DT20218117919/Pune
Date: 02/11/2021

Mr. Shreyas Pramod Shrawage
A-704 QueenstownUdyog Nagar,
Lokmanya Hospital,
Pune-411033,
Maharashtra.
Tel# 91-9822788486

Dear Shreyas Pramod Shrawage,

Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein.Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

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

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
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completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR **15,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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4. **Personal Allowance**
   You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus
Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

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OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**
   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)
You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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Loans
You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a

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comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. **Probation Period**
   You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. **Working Hours**
   Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
   TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
   The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
   Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
   Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. **Confidentiality Agreement**
   As part of your acceptance of this offer as an employee with TCS you are required to

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maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL

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14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

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

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19. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  *There is no criminal offence registered/pending against you
  *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)
*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

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*Passport
*NSR E-Card

20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

24. Data Privacy Clause:

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

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aspirations.

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

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

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

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

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

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP



Click here or use a QR code scanner from your mobile to validate the offer letter

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Shreyas Pramod Shrawage**
Designation	**Systems Engineer**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Poldharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20218162420/Pune
Date: 02/11/2021

Ms. Gayatri Rajendra Shinde
Plot No: 40/41 Pratham Bunglow Soc, Near Police Line,
Lane No 8,
Pune-411057,
Maharashtra.
Tel# 91-9175273836

Dear Gayatri Rajendra Shinde,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹**14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be ₹**5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹**500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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

3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Gayatri Rajendra Shinde**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**International Institute Of Information Tech, Pune**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. **Restriction on Associate's Rights**
Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. **No License**
TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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Nyati Tiara, Ground Floor, S No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India
Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20218268240/Pune
Date: 02/11/2021

Ms. Palvi Makarand Acharya
B-3,54-Vrundawan ParkMahatma Society,
Gandhibhavan,
Pune-411038,
Maharashtra.
Tel# 91-9527106018

Dear Palvi Makarand Acharya,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹**14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be ₹**5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹**500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. **Confidentiality Agreement**
As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. **Service Agreement**
As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. **Work in SBWS mode**
TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. **Overseas International Assignment Agreement**
If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

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

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GROSS SALARY SHEET

Annexure 1

Name	**Palvi Makarand Acharya**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**International Institute Of Information Tech, Pune**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. **Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. **No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20218375129/Pune
Date: 02/11/2021

Mr. Bhavesh Jitendra Bhadane
Flat No.12,Sai Aangan ApartmentPimple Gurav,
Sudarshan Nagar,
Pune-411027,
Maharashtra.
Tel# -

Dear Bhavesh Jitendra Bhadane,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Bhavesh Jitendra Bhadane**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**International Institute Of Information Tech, Pune**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

 # Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

*** Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.**

****The Performance Pay is applicable upon successful completion of the TCS Xplore Program.**

***** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.**

****** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)**

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

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/DT20218244787/Pune
Date: 12/11/2021

Ms. Niharika Bisht
Kalpataru Estate Phase 2, 5c/ 804Jawalkar Nagar,
Pimple Gurav,
Pune-411061,
Maharashtra.
Tel# -

Dear Niharika Bisht,

Sub: Letter of Offer

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

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

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹5,914/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. **Leave Travel Allowance**
   You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹1,700/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance
Your variable allowance will be **₹600/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of **₹200/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. **Basic Cover**

   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

   ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. **Higher Hospitalisation**

   Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

   i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

   ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother,may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity
You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

   It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. **Pre requisites for Joining**
   To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. **Training Period**
You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. **Working Hours**
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. **Mobility**
TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. **Compensation Structure / Salary components**
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. **Increments and Promotions**
Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. **Alternative Occupation / Employment**
Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates.This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.If you are deputed internationally for training,you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

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

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
*There is no criminal offence registered/pending against you
*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

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

21. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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

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time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

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Withdrawal of Offer

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP

Click here or use a QR code scanner from your mobile to validate the offer letter

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

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GROSS SALARY SHEET **Annexure 1**

Name	**Niharika Bisht**
Designation	**Assistant System Engineer-Trainee**
Institute Name	**International Institute Of Information Tech, Pune**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive**		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	**Bangalore** TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	**Chennai** TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabelipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	**DELHI – Noida** TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45.Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	**Hyderabad** TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	**KOLKATA** TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	**PUNE** TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



2. **Associate's Obligations**

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. **Intellectual Property Rights**

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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Annexure 3

Confidentiality and IP Terms and Conditions

1. **Confidential Information**

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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4. **Prior knowledge**

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. **Use of third party material**

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. **Security policies and Guidelines.**

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. **Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. **Restriction on Associate's Rights**

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. **No License**

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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APPOINTMENT LETTER

January 30, 2022

Dear Pooja Pedgaonkar,

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 VI. 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**

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 th Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Pooja Pedgaonkar

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**

Total Cost to Company per annum	3,50,004

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

   a. you being "active" in the services of the company through to retention date as applicable

   b. your employment has not been terminated for poor performance or for cause prior to retention date

   c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Pooja Pedgaonkar 30/1/2022 9:33 PM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

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23162146

Submit & Print

APPOINTMENT LETTER

January 24, 2022

Dear Bhavesh Bhadane,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Bhavesh Bhadane

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

   a. you being "active" in the services of the company through to retention date as applicable

   b. your employment has not been terminated for poor performance or for cause prior to retention date

   c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

○ Accept ○ Decline

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

Registered Office:

Wipro Limited
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Bengaluru 560 035
India

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

23161752

Submit & Print



APPOINTMENT LETTER

January 18, 2022

Dear Kamal Varma,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Kamal Varma

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 (WE'P)	4,849
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☐ Accept ☑ Decline

☑ **Signature** Kamal Varma 18/1/2022 1:17 PM

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

Registered Office:

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Doddakannelli
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Bengaluru 560 035
India

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

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APPOINTMENT LETTER

January 20, 2022

Dear Pratibha Adhav,

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 VI. 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**

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 th Standard or equivalent education.
Ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Pratibha Adhav

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**

Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 calcu ated 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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Pratibha Adhav 20/1/2022 9:31 PM

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

Registered Office:

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Bengaluru 560 035

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com

India C :L32102KA1945PLC020800

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APPOINTMENT LETTER

January 27, 2022

Dear Omkar Bhor,

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 VI. 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**

4. Responsibilities:

a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and t 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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Omkar Bhor

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**

Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Omkar Bhor 27/1/2022 11:26 AM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

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Bengaluru 560 035

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com

India C :L32102KA1945PLC020800

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APPOINTMENT LETTER

January 24, 2022

Dear Aniket Bagnawar,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Aniket Bagnawar

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**

Total Cost to Company per annum	3,50,004

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

   a. you being "active" in the services of the company through to retention date as applicable

   b. your employment has not been terminated for poor performance or for cause prior to retention date

   c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Aniket Bagnawar 24/1/2022 10:37 PM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com

India C :L32102KA1945PLC020800

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APPOINTMENT LETTER

January 19, 2022

Dear Santosh Jadhav,

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 VI. 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**

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 th Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 th 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

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Santosh Jadhav

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**

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.

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

Total Cost to Company per annum	3,50,004

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

   a. you being "active" in the services of the company through to retention date as applicable

   b. your employment has not been terminated for poor performance or for cause prior to retention date

   c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Santosh Jadhav 19/1/2022 11:36 PM

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

Registered Office:

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Bengaluru 560 035

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com

India C :L32102KA1945PLC020800

23156986



APPOINTMENT LETTER

January 25, 2022

Dear Anshika Khandelwal,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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 those 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Anshika Khandelwal

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Anshika Khandelwal 25/1/2022 5:23 PM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

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India

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F :+91 (80) 2844 0054
E :info@wipro.com
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APPOINTMENT LETTER

January 25, 2022

Dear Rajni Sonavane,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Rajni Sonavane

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Rajni Sonavane 25/1/2022 11:22 AM

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

Registered Office:

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India

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

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APPOINTMENT LETTER

April 20, 2022

Dear Saket Khopkar,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Saket Khopkar

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☑ Accept ☐ Decline

☑ **Signature** Saket Khopkar 20/4/2022 3:34 PM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

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India

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F :+91 (80) 2844 0054
E :info@wipro.com
W :wipro.com
C :L32102KA1945PLC020800

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APPOINTMENT LETTER

February 3, 2022

Dear Gayatri Shinde,

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 VI. 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**

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 th Standard or equivalent education.
ii. You have not scored minimum aggregate marks of 60% in your 12 th 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.

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.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

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

a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. 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: Gayatri Shinde

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
Total Fixed Cash	**24,688**
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	**27,108**
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	**29,167**
Total Cost to Company per annum	**3,50,004**

*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.

a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
b. 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
c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

a. you being "active" in the services of the company through to retention date as applicable

b. your employment has not been terminated for poor performance or for cause prior to retention date

c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

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 – VI

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

☐ Accept ☑ Decline

☑ **Signature** Gayatri Shinde 3/2/2022 12:28 PM

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

Registered Office:

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Bengaluru 560 035
India

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F :+91 (80) 2844 0054
E :info@wipro.com
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21580819

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

HDFC Bank Ltd.

March 28, 2022

Applicant No.66314

Name : Koushik Santosh Pandilwar
Grade : Executive Trainee
Vertical : IT-BSG
Location : Mumbai
Contact No : 9156677802

	Per Month (Rs)	Per Annum (Rs)
Base	11,775	1,41,300
Other Allowance	21,920	2,63,040
City Allowance *	3,000	36,000
Medical	1,250	15,000
Conveyance	1,600	19,200
Lunch Allowance	910	10,920
Provident Fund		21,600
Gross	40,455	5,07,060

Note: City Allowance - Linked to place of posting.

Welcome to the HDFC Bank family.

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.
Corporate Identity No.: L65920MH1994PLC080618

HDFC BANK
We understand your world

HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

March 28, 2022

66314

Koushik Santosh Pandilwar

Mumbai

Dear Koushik,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **FUNCTIONAL ANALYST - BTG** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 1,41,300/- p.a.**
Allowance	**: Rs. 2,63,040/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Mumbai**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

Termination of Contract:

This contract can be terminated by the Bank or by you at the discretion of the management, either by giving one month's notice in writing or one month's emoluments in lieu of notice.

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HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

a) All women employees of the Bank, irrespective of their tenure shall be eligible for Maternity Leave. The Bank shall allow 26 weeks of paid Maternity leave to its women employees, of which, not more than 8 weeks to precede the date of her expected delivery. The maximum period entitled for maternity benefit by a woman having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.

b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

c) In case of tubectomy operation, a woman employee is entitled for leave for a period of 2 weeks immediately following the day of her tubectomy operation.

d) The Bank shall additionally provide leave with pay for a maximum period of one month for Illness arising out of Pregnancy, delivery, premature birth of the child, miscarriage, medical termination of pregnancy or tubectomy. This benefit is allowed subject to production of Medical Certificate.

e) A woman employee who legally adopts a child below the age of three months or a commissioning mother, shall be entitled to maternity leave with pay for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be. The maximum period of maternity leave entitled to a woman employee legally adopting a child of over three months old and below the age of 6 years shall be eight weeks.

f) In cases where a woman employee is not able to resume her duties at the end of Maternity Leave on account of medical / health reasons, she may be allowed to work from home for a period not exceeding 30 days subject to approval of concerned Group Head and CHRO provided the nature of work is such that she may work from home.

Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

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HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,

For HDFC BANK LIMITED

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Digitally signed by DS HDFC BANK
LIMITED HUMAN RESOURCES
Date: 2022.03.28 16:35:16 +05:30

Applicant No. 66314

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013.

Corporate Identity No.: L65920MH1994PLC080618

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Lower Parel (West),
Mumbai - 400 013.

HDFC Bank Ltd.

April 28, 2022

Applicant No.76454

Name : Radhika Govind Khandelwal
Grade : Executive Trainee
Vertical : IT
Location : Mumbai
Contact No : 9829642743

	Per Month (Rs)	Per Annum (Rs)
Base	11,775	1,41,300
Other Allowance	21,920	2,63,040
City Allowance *	3,000	36,000
Medical	1,250	15,000
Conveyance	1,600	19,200
Lunch Allowance	910	10,920
Provident Fund		21,600
Gross	40,455	5,07,060

Note: City Allowance - Linked to place of posting.

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Corporate Identity No.: L65920MH1994PLC080618

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Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

April 28, 2022

76454

Radhika Govind Khandelwal

Mumbai

Dear Radhika,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **SYSTEMS ANALYST** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 1,41,300/- p.a.**
Allowance	**: Rs. 2,63,040/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Mumbai**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

Termination of Contract:

This contract can be terminated by the Bank or by you at the discretion of the management, either by giving one month's notice in writing or one month's emoluments in lieu of notice.

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HDFC Bank House,
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Lower Parel (West),
Mumbai - 400 013.

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

a) All women employees of the Bank, irrespective of their tenure shall be eligible for Maternity Leave. The Bank shall allow 26 weeks of paid Maternity leave to its women employees, of which, not more than 8 weeks to precede the date of her expected delivery. The maximum period entitled for maternity benefit by a woman having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.

b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

c) In case of tubectomy operation, a woman employee is entitled for leave for a period of 2 weeks immediately following the day of her tubectomy operation.

d) The Bank shall additionally provide leave with pay for a maximum period of one month for illness arising out of Pregnancy, delivery, premature birth of the child, miscarriage, medical termination of pregnancy or tubectomy. This benefit is allowed subject to production of Medical Certificate.

e) A woman employee who legally adopts a child below the age of three months or a commissioning mother, shall be entitled to maternity leave with pay for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be. The maximum period of maternity leave entitled to a woman employee legally adopting a child of over three months old and below the age of 6 years shall be eight weeks.

f) In cases where a woman employee is not able to resume her duties at the end of Maternity Leave on account of medical / health reasons, she may be allowed to work from home for a period not exceeding 30 days subject to approval of concerned Group Head and CHRO provided the nature of work is such that she may work from home.

Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

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HDFC Bank House,
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Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

c) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the Issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,
For **HDFC BANK LIMITED**

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Digitally signed by DS HDFC BANK LIMITED HUMAN RESOURCES
Date: 2022.04.28 20:46:22 +05:30

Applicant No. 76454

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HDFC Bank Limited
HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Personal & Confidential

March 26, 2022

74975

Shubham Sheshraj Ramteke

Mumbai

Dear Shubham,

Further to the interview and discussion you had with us, we are pleased to offer you the position of **FUNCTIONAL ANALYST - BTG** in HDFC Bank subject to the following terms and conditions:

Compensation:

Your annual compensation package will be as set out below:

Base salary	**: Rs. 1,41,300/- p.a.**
Allowance	**: Rs. 2,63,040/- p.a.**
Medical	**: Rs. 15,000/- p.a.**
Conveyance	**: Rs. 19,200/- p.a.**
Lunch Allowance	**: Rs. 10,920/- p.a.**
Provident Fund	: You will be covered under the Bank's Provident Fund Trust. The Bank will contribute 12% of your Base salary per month to this trust.

Training Period:

The duration of your training will be for a period of twelve months from the date of joining. It is at the sole discretion of the Management to extend the period of training or modify/alter the terms of this contract on the basis of your performance, suitability and/or for any other reason/s whatsoever, on such terms and conditions as determined by the Bank.

Location:

Your initial place of posting will be **Mumbai**. Your final place of posting will be intimated to you subsequently. However, the Bank reserves the right to transfer you to anyother Office/Branch, Subsidiary or Associate Company of the Bank, in India, that is inexistence or may come into existence at a future date.

Termination of Contract:

This contract can be terminated by the Bank or by you at the discretion of the management, either by giving one month's notice in writing or one month's emoluments in lieu of notice.

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HDFC Bank House,
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Lower Parel (West),
Mumbai - 400 013.

Secrecy:

It is a condition of your training that you will not, for whatever reason, divulge without express written authority from the Management, any information relating to the Bank or any of its constituents or employees, as received by you in the course of your employment and after the cessation of your training with the Bank.

Alternative Employment:

During the course of your training with the Bank, you will not engage yourself directly or indirectly in any trade, business, occupation, employment, service or calling whether for remuneration or otherwise, without the prior written consent of the Bank.

Maternity Benefits:

a) All women employees of the Bank, irrespective of their tenure shall be eligible for Maternity Leave. The Bank shall allow 26 weeks of paid Maternity leave to its women employees, of which, not more than 8 weeks to precede the date of her expected delivery. The maximum period entitled for maternity benefit by a woman having two or more than two surviving children shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.

b) The employee shall be also eligible for leave with pay for a period of 6 weeks in the event of a miscarriage or medical termination of pregnancy.

c) In case of tubectomy operation, a woman employee is entitled for leave for a period of 2 weeks immediately following the day of her tubectomy operation.

d) The Bank shall additionally provide leave with pay for a maximum period of one month for Illness arising out of Pregnancy, delivery, premature birth of the child, miscarriage, medical termination of pregnancy or tubectomy. This benefit is allowed subject to production of Medical Certificate.

e) A woman employee who legally adopts a child below the age of three months or a commissioning mother, shall be entitled to maternity leave with pay for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be. The maximum period of maternity leave entitled to a woman employee legally adopting a child of over three months old and below the age of 6 years shall be eight weeks.

f) In cases where a woman employee is not able to resume her duties at the end of Maternity Leave on account of medical / health reasons, she may be allowed to work from home for a period not exceeding 30 days subject to approval of concerned Group Head and CHRO provided the nature of work is such that she may work from home.

Creche facility:

a) The Bank will provide crèche facility in line with regulatory guidelines. The offices /locations where such facilities would be made available and the applicable terms and conditions would be notified in the Employee Portal of the Bank.

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We understand your world

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HDFC Bank House,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013.

Conditions Precedent:

The offer is made to you subject to the following pre-conditions:

a) The Bank receiving attested copies of all your degrees, professional qualifications certificates and documents of scholarships/prizes won, if any.

b) Your successful completion of Graduate/Post Graduate/Professional course which is currently ongoing for which you have been interviewed and offered.

c) The Self Declaration given by you in respect of your medical fitness is in order.

The terms and conditions set out in this letter of appointment constitute service conditions applicable to your employment in the Bank and with regard to any dispute arising thereof, the Mumbai Courts will have exclusive jurisdiction.

Notwithstanding anything contained in the above paragraphs, your services may be terminated by the Bank if you are found to be indulging in acts of Commission/Omission which may be prejudicial to the interests of the Bank or any act of dishonesty, disobedience, insubordination or any other misconduct or neglect of duty or incompetence in the discharge of duty on your part.

Kindly note that you are required to join the Bank as per the joining date agreed basis our discussion not exceeding 90 days from the issuance of the letter. You are required to give acceptance of the offer & above terms and conditions of employment immediately on receipt of this offer letter. This offer letter will be valid for a maximum of 90 days from the date of this letter.

We welcome you to HDFC BANK and look forward to having a long and mutually beneficial association with you.

Yours truly,

For HDFC BANK LIMITED

(Digitally Signed by **Ritesh Gupta**)

This communication is computer generated and may not contain signature. Where sent by email, this is signed with the digital signature of the HDFC Bank Ltd - which is obtained from a certifying authority under the Information Technology Act, 2000.

Digitally signed by DS HDFC BANK
LIMITED HUMAN RESOURCES
Date: 2022.03.26 19:32:06 +05:30

Applicant No. 74975

cognologix

Cognologix Technologies Pvt. Ltd.
41, Shivaji Housing Society, Opp Post Office,
Senapati Bapat Road, Pune 411016

Dated: 16th December '2021

Pradyumna Shirude

Sub: Offer Letter

Dear **Pradyumna,**

1. With reference to our discussion held, we are pleased to offer you an employment in our organization as a **Full Stack Engineer** at Pune, Maharashtra.

2. Your joining is on **18th July 2022**. The offer stands withdrawn thereafter unless the date is extended by us and communicated to you in writing. Your services with the company are deemed to be confirmed on the day of joining.

3. **Your annual CTC will be Rs. 5,50,000/- (Rupees Five Lakhs & Fifty Thousand** only**).** All necessary taxes will be deducted at source as per statutory requirements.

4. Your employment with us will be governed by the terms and conditions referred in **Annexure-A & B**

5. In case of further clarification, please reach out to the HR team or mail to **omkar.kale@cognologix.com**. We welcome you to Cognologix and look forward to a long and mutually beneficial association.

For **Cognologix Technologies Pvt. Ltd.**

Omkar Kale

Omkar Kale

Lead Talent Acquisition

Annexure A – Terms & Conditions of Employment

Annexure B – CTC Breakup

Annexure C – Joining Documents

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Cognologix Technologies Pvt. Ltd.
41, Shivaji Housing Society, Opp Post Office,
Senapati Bapat Road, Pune 411016

Annexure-A

1. **Acceptance/Documents** You are required to sign and submit a copy of this letter of appointment as a token of your acceptance of our terms and conditions within 2 working days. The relieving / resignation acceptance letter from your previous organization must be submitted on your joining the company. Any extension of the same will require a formal approval from your reporting authority which in case should happen before disbursement of your first monthly salary. You are required to provide photocopies of documents at the time of joining as mentioned in Annexure C without fail.

   Note: Please bring original certificates/documents for verification Note: Please bring resignation acceptance letter from your previous employer on the day of your joining in case you have not received the relieving/experience letter yet. Failing to submit the same may lead to postponement of your joining date.

2. **Full time employment**
   Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

3. **Performance Reviews / Appraisals:**
   The company follows Annual Performance Review cycle post completion of one year of employment with the organization. An employee who completes one year of service from the date of joining, is eligible in the following annual appraisal cycle.
   You will not engage in directly contacting any specific client (that you might be working with) about feedback related to your performance.

4. **Secrecy/Confidentiality:**
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

5. **Intellectual Property:** If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize, and exploit such improvement and you shall assign all rights thereof to

the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

6. Communication Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information.

7. Responsibilities & Duties:

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

8. Termination of Employment

I. Your employment/services will be governed by Company's rules and regulations applicable from time to time. In case you desire to leave the Company, you shall give a sixty (60) days' notice, and in case the Company initiates the separation the Company shall give a sixty (60) days' notice, or sixty (60) days' basic salary in lieu thereof. **Cognologix Technologies Pvt. Ltd.** reserves the right to terminate your employment on grounds of policy, misconduct, or unsatisfactory job performance.

II. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

III. You will be governed by the laid down code of conduct of the company and if there is any material breach of the same or nonconformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

IV. Upon termination of employment, you will immediately hand over to the Company all assets, correspondence, specifications, formulae, books, documents, market data, cost data, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

V. Any leaves availed during the notice period would result into extension of Notice Period.

VI. Upon termination of employment, you will also return all company property, which may be in your possession – Laptop, data card, cell phone etc.

VII. Post-Employment: On leaving the services of the Company, you shall not take up a full-time / part-time employment with any of our customers and competitors for the cooling-off period of two years.

9. **Bonus / Accommodation**

If you leave the organization before the completion of 1 year, you are liable to re-pay the joining bonus, relocation expenses, buyout amount and cost of Accommodation (if availed). The amount would be deducted at the time of full and final settlement.

10. **Personal Particulars**

You will keep us informed of any change in your residential address, contact details, your family status or any other relevant particulars.

11. **Nature of Work**

You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

12. **Working Hours**

The regular working hours of the company are 8 hours excluding 30 minutes for lunch break.

13. **Dress code**

You need to be formally dressed up in company working days, which defined as Monday to Thursday you carry formal attire & on Friday in casuals.

14. **Assignment, Transfer and Deputation**

Though you have been engaged to a specific position, the company reserves the right to send you on deputation / transfer / assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

15. **Training**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Employee is eligible to get a certification fee reimbursement upon prior approval from Management. In case the employee leaves the company before completing one year from the certification fee reimbursement date, he /she is liable to pay back the amount to the company and the same would be considered in computing the Full and Final settlement of the employee. Kindly note that refusal to participate in a training program without any extraneous circumstances or reasons would lead to automatic termination of your employment.

16. **Restrain**

i. **Access to Information**

Information is available on need-to-know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

ii. **Restriction on Personal Use**

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use. iii. Appointment in Good Faith It must be specifically understood that this offer is made based on your proficiency on technical / professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case later any of your statements / furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate

your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

iii. Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business, during your employment with the company, without written permission from the company.

17. Notes

I. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay

II. Please note that the salary structure of The Company may be altered/modified at any time. A prior notice would be given to you for the same. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate Taxes at source.

III. Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

18. Insurance Benefits:

Accident Benefit cover for self of Rs. 31,00,000/- and Group Mediclaim Insurance cover of up to Rs. 500,000/- for self and family consisting of spouse and children. Please note that this Insurance cover is in addition to the above salary.

19. Paid Leave:

You are entitled to avail 24 working days (@2 leaves per calendar month) of paid vacation leave, per year. Women employees who have been on the rolls of company for 80 calendar days, can avail a maximum of 26 Weeks (182 calendar days) of total maternity leave up to two children and can avail a maximum of 12 Weeks (84 calendar days) of maternity leave for more than two children. You will also be entitled to avail 10 public (National & Festival holidays) declared & published by the company during the start of each calendar year. Leave and Holiday entitlement starts from your date of joining.

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Cognologix Technologies Pvt. Ltd.
41, Shivaji Housing Society, Opp Post Office,
Senapati Bapat Road, Pune 411016

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

I have read the above terms and conditions of Employment and would hereby confirm strict adherence to the same.

Date: Signature:

Place: Name:

cognologix

Cognologix Technologies Pvt. Ltd.
41, Shivaji Housing Society, Opp Post Office,
Senapati Bapat Road, Pune 411016

ANNEXURE-B

Name: Pradyumna Shirude

Title: Full Stack Engineer

Amount (INR)

ANNEXURE – B		
GROSS ANNUAL COMPENSATION WITH EFFECT FROM YOUR DATE OF JOINING		
Salary Particulars	**Monthly**	**Yearly**
Basic	13,750.00	165,000.00
HRA	5,500.00	66,000.00
Children Education Allowance	200.00	2,400.00
Leave Travel Allowance	1,146.00	13,752.00
Other Allowance	23,437.00	281,244.00
Company Contribution for PF	1,800.00	21,600.00
Total Gross Salary	**45,833.00**	**550,000.00**
Statutory Deductions		
Employee Contribution to PF	1,800.00	21,600.00
Profession Tax Yearly 2500/- (Rs.300/- in the month of Feb)	200.00	2,500.00
Tax Deduct at Source (At Actual)		**
In addition to above, you will be eligible for the Group Mediclaim and Personal Accident Insurance as per Company policy*		

** **Company Insurance policy**: Accident Benefit cover for self of Rs. 31,00,000/- and Group Mediclaim Insurance cover of up to Rs. 500,000/- for self and family consisting of spouse and children.*

*** **Company PF policy**: PF scheme at 12% of Rs. 15,000 per month , the lower limit set by the PF Act*

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ANNEXURE-C

S.No	CHECKLIST
1.	Appointment letter, Appraisal / Salary revision letter (as applicable) - Previous employer/s
2.	Resignation acceptance letter / email - previous employer
3.	Relieving / Experience Letters - All previous employers
4.	Salary Slip - Last 3 months pay stubs of all previous employers
5.	PAN Card, Passport, Aadhar Card - 2 photocopies each
6.	Passport size photographs - 1
7.	PF and UAN Number (mostly mentioned in the Pay slip)
8.	Residential Address proof (Driver's license / Voter ID card / Aadhar card)
9.	Convocation, Provisional, Marks memo – 10th, 12th, Graduation, Post-Graduation
10.	Income Tax – Form 16 / Form 12B from the latest employer for the current and previous Financial year
11.	Technical Certificates (if any)

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Senapati Bapat Road, Pune 411016

Dated: 16th December '2021

Kamal Varma

Sub: Offer Letter

Dear **Kamal,**

1. With reference to our discussion held, we are pleased to offer you an employment in our organization as a **Full Stack Engineer** at Pune, Maharashtra.

2. Your joining is on **18th July 2022**. The offer stands withdrawn thereafter unless the date is extended by us and communicated to you in writing. Your services with the company are deemed to be confirmed on the day of joining.

3. **Your annual CTC will be Rs. 5,50,000/- (Rupees Five Lakhs & Fifty Thousand** only). All necessary taxes will be deducted at source as per statutory requirements.

4. Your employment with us will be governed by the terms and conditions referred in **Annexure-A & B**

5. In case of further clarification, please reach out to the HR team or mail to **omkar.kale@cognologix.com**. We welcome you to Cognologix and look forward to a long and mutually beneficial association.

For **Cognologix Technologies Pvt. Ltd.**

Omkar Kale

Omkar Kale

Lead Talent Acquisition

Annexure A – Terms & Conditions of Employment

Annexure B – CTC Breakup

Annexure C – Joining Documents

Annexure-A

1. **Acceptance/Documents** You are required to sign and submit a copy of this letter of appointment as a token of your acceptance of our terms and conditions within 2 working days. The relieving / resignation acceptance letter from your previous organization must be submitted on your joining the company. Any extension of the same will require a formal approval from your reporting authority which in case should happen before disbursement of your first monthly salary. You are required to provide photocopies of documents at the time of joining as mentioned in Annexure C without fail.

   Note: Please bring original certificates/documents for verification Note: Please bring resignation acceptance letter from your previous employer on the day of your joining in case you have not received the relieving/experience letter yet. Failing to submit the same may lead to postponement of your joining date.

2. **Full time employment**
   Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

3. **Performance Reviews / Appraisals**:
   The company follows Annual Performance Review cycle post completion of one year of employment with the organization. An employee who completes one year of service from the date of joining, is eligible in the following annual appraisal cycle.
   You will not engage in directly contacting any specific client (that you might be working with) about feedback related to your performance.

4. **Secrecy/Confidentiality**:
   You will not during the course of your employment with the company or at any time there after divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

5. **Intellectual Property:** If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize, and exploit such improvement and you shall assign all rights thereof to

the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

6. Communication Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information.

7. Responsibilities & Duties:

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

8. Termination of Employment

I. Your employment/services will be governed by Company's rules and regulations applicable from time to time. In case you desire to leave the Company, you shall give a sixty (60) days' notice, and in case the Company initiates the separation the Company shall give a sixty (60) days' notice, or sixty (60) days' basic salary in lieu thereof. **Cognologix Technologies Pvt. Ltd.** reserves the right to terminate your employment on grounds of policy, misconduct, or unsatisfactory job performance.

II. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination or notice pay.

III. You will be governed by the laid down code of conduct of the company and if there is any material breach of the same or nonconformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

IV. Upon termination of employment, you will immediately hand over to the Company all assets, correspondence, specifications, formulae, books, documents, market data, cost data, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

V. Any leaves availed during the notice period would result into extension of Notice Period.

VI. Upon termination of employment, you will also return all company property, which may be in your possession – Laptop, data card, cell phone etc.

VII. Post-Employment: On leaving the services of the Company, you shall not take up a full-time / part-time employment with any of our customers and competitors for the cooling-off period of two years.

9. **Bonus / Accommodation**

   If you leave the organization before the completion of 1 year, you are liable to re-pay the joining bonus, relocation expenses, buyout amount and cost of Accommodation (if availed). The amount would be deducted at the time of full and final settlement.

10. **Personal Particulars**

    You will keep us informed of any change in your residential address, contact details, your family status or any other relevant particulars.

11. **Nature of Work**

    You will work at high standard of initiative, creativeness, efficiency and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.

12. **Working Hours**

    The regular working hours of the company are 8 hours excluding 30 minutes for lunch break.

13. **Dress code**

    You need to be formally dressed up in company working days, which defined as Monday to Thursday you carry formal attire & on Friday in casuals.

14. **Assignment, Transfer and Deputation**

    Though you have been engaged to a specific position, the company reserves the right to send you on deputation / transfer / assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

15. **Training**

    You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Employee is eligible to get a certification fee reimbursement upon prior approval from Management. In case the employee leaves the company before completing one year from the certification fee reimbursement date, he /she is liable to pay back the amount to the company and the same would be considered in computing the Full and Final settlement of the employee. Kindly note that refusal to participate in a training program without any extraneous circumstances or reasons would lead to automatic termination of your employment.

16. **Restrain**

    i. **Access to Information**

    Information is available on need-to-know basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.

    ii. **Restriction on Personal Use**

    Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any personal use. iii. Appointment in Good Faith It must be specifically understood that this offer is made based on your proficiency on technical / professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case later any of your statements / furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate

your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

iii. Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business, during your employment with the company, without written permission from the company.

17. Notes

I. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay

II. Please note that the salary structure of The Company may be altered/modified at any time. A prior notice would be given to you for the same. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate Taxes at source.

III. Gratuity shall apply as per the 'Payment of Gratuity Act 1972.

18. Insurance Benefits:

Accident Benefit cover for self of Rs. 31,00,000/- and Group Mediclaim Insurance cover of up to Rs. 500,000/- for self and family consisting of spouse and children. Please note that this Insurance cover is in addition to the above salary.

19. Paid Leave:

You are entitled to avail 24 working days (@2 leaves per calendar month) of paid vacation leave, per year. Women employees who have been on the rolls of company for 80 calendar days, can avail a maximum of 26 Weeks (182 calendar days) of total maternity leave up to two children and can avail a maximum of 12 Weeks (84 calendar days) of maternity leave for more than two children. You will also be entitled to avail 10 public (National & Festival holidays) declared & published by the company during the start of each calendar year. Leave and Holiday entitlement starts from your date of joining.

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Senapati Bapat Road, Pune 411016

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

I have read the above terms and conditions of Employment and would hereby confirm strict adherence to the same.

Date: Signature:

Place: Name:

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Senapati Bapat Road, Pune 411016

ANNEXURE-B

Name: Kamal Varma

Title: Full Stack Engineer

Amount (INR)

ANNEXURE – B		
GROSS ANNUAL COMPENSATION WITH EFFECT FROM YOUR DATE OF JOINING		
Salary Particulars	**Monthly**	**Yearly**
Basic	13,750.00	165,000.00
HRA	5,500.00	66,000.00
Children Education Allowance	200.00	2,400.00
Leave Travel Allowance	1,146.00	13,752.00
Other Allowance	23,437.00	281,244.00
Company Contribution for PF	1,800.00	21,600.00
Total Gross Salary	**45,833.00**	**550,000.00**
Statutory Deductions		
Employee Contribution to PF	1,800.00	21,600.00
Profession Tax Yearly 2500/- (Rs.300/- in the month of Feb)	200.00	2,500.00
Tax Deduct at Source (At Actual)		**
In addition to above, you will be eligible for the Group Mediclaim and Personal Accident Insurance as per Company policy*		

** **Company Insurance policy**: Accident Benefit cover for self of Rs. 31,00,000/- and Group Mediclaim Insurance cover of up to Rs. 500,000/- for self and family consisting of spouse and children.*

*** **Company PF policy**: PF scheme at 12% of Rs. 15,000 per month , the lower limit set by the PF Act*

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Senapati Bapat Road, Pune 411016

ANNEXURE-C

S.No	CHECKLIST
1.	Appointment letter, Appraisal / Salary revision letter (as applicable) - Previous employer/s
2.	Resignation acceptance letter / email - previous employer
3.	Relieving / Experience Letters - All previous employers
4.	Salary Slip - Last 3 months pay stubs of all previous employers
5.	PAN Card, Passport, Aadhar Card - 2 photocopies each
6.	Passport size photographs - 1
7.	PF and UAN Number (mostly mentioned in the Pay slip)
8.	Residential Address proof (Driver's license / Voter ID card / Aadhar card)
9.	Convocation, Provisional, Marks memo – 10th, 12th, Graduation, Post-Graduation
10.	Income Tax – Form 16 / Form 12B from the latest employer for the current and previous Financial year
11.	Technical Certificates (if any)

Cognizant

20-Apr-2022

Dear Aashutosh Bhardwaj,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990907

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Aashutosh Bhardwaj **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Aashutosh Bhardwaj, 23, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

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

directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Sign: _____
Name:

Aashutosh Bhardwaj

Sign: _____
Date:

Cognizant

20-Apr-2022

Dear Ankita Ashutosh Shete,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990832

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant").**You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Ankita Shete **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Ankita Shete, 22, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	**Ankita Ashutosh Shete**
Sign: _____	Sign: _____
Name:	Date:

Cognizant

20-Apr-2022

Dear Gayatri Rajendra Shinde,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990678

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Gayatri Shinde **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Gayatri Shinde, 23, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	**Gayatri Rajendra Shinde**
Sign: _____	Sign: _____
Name:	Date:

Cognizant

Letter of Intent (LOI)

Superset ID: 1360134

February 07, 2022

Dear Pratik Sunil Kadam,

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited **("Cognizant")** and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Associate**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 675,000/-**. This includes an annual incentive target of **INR 45,000/-**. This amount may vary depending on individual and Cognizant's performance. We are also glad to offer you an One-time Joining Bonus* of **INR 50,000/-** . The detailed information on compensation and benefits will be provided in your Offer Letter.

One-time Joining Bonus will be paid on completion of 3 months in Cognizant. The Joining Bonus will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.
Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

https://campus2cognizant.cognizant.com/Pages/Prelogin

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

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

Maya Sreekumar

Vice President - Human Resources

Cognizant

20-Apr-2022

Dear Rajni Ramachandra Sonavane,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 18454546

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Rajni Sonavane **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Rajni Sonavane, 21, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	**Rajni Ramachandra Sonavane**
Sign: _____	Sign: _____
Name:	Date:

Cognizant

20-Apr-2022

Dear Ratikesh Rajesh Gaonkar,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990540

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Ratikesh Gaonkar **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Ratikesh Gaonkar, 22, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	**Ratikesh Rajesh Gaonkar**
Sign: _____	Sign: _____
Name:	Date:

Cognizant



20-Apr-2022

Dear Samiksha Goraksh Nehe,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990809

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Samiksha Nehe **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
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- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
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• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

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

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• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

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2. Redefine your salary structure within prescribed guidelines
3. Optimize your earnings

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Samiksha Nehe, 22, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited	**Samiksha Goraksh Nehe**
Sign: _____	Sign: _____
Name:	Date:

Cognizant

20-Apr-2022

Dear Siddhi Ramesh Agarwal,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20990721

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **675,000/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. We are also glad to offer you a one time Sign On Bonus. Please refer **Annexure C** for further details.

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Siddhi Agarwal **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	17825	213,900
2	HRA*	10695	128,340
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	2139	25,668
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	16166	193,992
	Annual Gross Compensation		**610,500**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**655,500**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**675,000**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Annexure C

It was a great pleasure interacting with you over the last few weeks.
With reference to our discussion and subsequent offer, we wish to inform you of an additional joining bonus of **Rs.50,000/-** and this will be paid on completion of 3 months in Cognizant.

Kindly note the points below:
• The Joining bonus will be subject to statutory and income tax deductions as applicable.
• The joining bonus will be recovered in case you leave us within one year of joining.
We welcome you to Cognizant and look forward to a mutually rewarding association with us. If you need any clarification feel free to reach out to us.

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Siddhi Agarwal, 22, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Sign: _____
Name:

Siddhi Ramesh Agarwal

Sign: Siddhi
Date: _____

Cognizant

20-Apr-2022

Dear Kirti LNU,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID -- 20991088

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant").**You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate.**

You are entitled to an Annual Total Remuneration (ATR) of INR **1,000,008/-.** This includes an annual target incentive of INR **45,000/-.** This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits.**

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and

capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Kirti LNU **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	27300	327,600
2	HRA*	16380	196,560
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	3276	39,312
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	26953	323,436
	Annual Gross Compensation		**935,508**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**980,508**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**1,000,008**

Note: The Insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Kirti LNU, 21, residing at _____ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

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

6. Work Schedule

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

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

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

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

8. Compliance with Company Policies

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Sign: _____
Name:

Kirti LNU

Sign: _____
Date:

Cognizant

Letter of Intent (LOI)

Superset ID: 2252465

February 07, 2022

Dear Shreyas Pramod Shrawage,

This LOI refers to your application for employment with Cognizant Technology Solutions India Private Limited **("Cognizant")** and subsequent discussions. Basis the information and representation provided by you, we are pleased to inform you that we have found you suitable for the role you applied and your designation will be **Associate**. Upon final scrutiny, a formal Offer Letter with the compensation, terms and conditions, rules, regulations & policies ("Employment Agreement") will be issued.

Your annual total remuneration will be **INR 10,00,008/-**. This includes an annual incentive target of **INR 45,000/-**. This amount may vary depending on individual and Cognizant's performance. The detailed information on compensation and benefits will be provided in your Offer Letter.

This LOI expresses only our intent to enter into a definitive Employment Agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Cognizant, and as such does not constitute any contractually binding relationship between you and Cognizant.

This LOI from Cognizant is valid for 3 weeks from the date of the LOI. Hence, you are requested to accept or decline the LOI within 3 weeks from the date of the LOI. In case we do not receive any response from your end within the aforementioned time period, this LOI shall stand withdrawn, and will be considered as void. Any extension to the LOI validity will be at the sole discretion of Cognizant. Please note that this LOI is not deemed to be considered for purposes of joining Cognizant. For all onboarding formalities, the definitive Employment Agreement is required.

For further queries, related to Letter of Intent (LOI), please raise a request by clicking "Raise a Query" button in the below link.

Use Superset ID as Candidate ID and choose Category as Letter of Intent (LOI).

https://campus2cognizant.cognizant.com/Pages/Prelogin

Thank you for the interest and stay tuned to hear from us.

Yours sincerely,

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

Maya Sreekumar

Vice President - Human Resources

Cognizant

20-Apr-2022

Dear Sayali Bajarang Kshirsagar,
B.E., Information Technology
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20991071

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**.You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Associate**.

You are entitled to an Annual Total Remuneration (ATR) of INR **1,000,008/-**. This includes an annual target incentive of INR **45,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits.**

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

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

Please note:

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

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

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

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

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

3.1 Cognizant Internship (If offered to you) :

Successful completion of Cognizant Internship (If offered to you), which is a pre-requisite skill and

capability development program, will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

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

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

4. Training - Post Joining Congnizant:

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

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2Cognizant.cognizant.com

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

Maya Sreekumar
Vice President – Human Resources

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

Signature: **Date:**

Cognizant

Compensation and Benefits

Name: Sayali Kshirsagar **Designation:** Associate

Sl. No.	Description	Monthly	Yearly
1	Basic	27300	327,600
2	HRA*	16380	196,560
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	3276	39,312
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	26953	323,436
	Annual Gross Compensation		**935,508**
	Incentive Indication (per annum)**		45,000
	Annual Total Compensation		**980,508**
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	Annual Total Remuneration		**1,000,008**

Note: The insurance amount may vary subject to market conditions from time to time.

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

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

Leave & Vacation:

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

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

Provident Fund Wages:

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

Employees State Insurance:

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

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

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

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

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

Cognizant

Employment Agreement – Cognizant Technology Solutions India Private Limited

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

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

AND

Sayali Kshirsagar, 22, residing at _____ (hereinafter referred to as " you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

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

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

1. Duties and Responsibilities

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

2. Place of Employment

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

3. No Alternate Employment, No Conflict, Etc.

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

permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

4. Confidentiality

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

5. Data Protection

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

6. Work Schedule

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

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

7. Background Check

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

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

8. Compliance with Company Policies

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

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

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

9. Non-Compete and Non-Solicit Restrictions

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

10. Representations and Warranties

By signing below,

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

and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

11. Indemnity

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

12. Business Engagement, Learning and Development and Project Deployment

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

13. Unauthorized Absence

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

14. Retirement

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

15. Termination of Employment

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

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

directions of the Company
• Violation of non-disparagement obligations
• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

16. Deputation, Assignment and Transfer

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

17. Survival

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

18. Dispute Resolution and Governing law

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

19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.
This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.
You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

Cognizant Technology Solutions India Private Limited

Sign: _____
Name:

Sayali Bajarang Kshirsagar

Sign: _____
Date:

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1640284/3.0

Confidential

Feb 15, 2022

Abhishek Chopda
Runal's Royal Casa, Next to Bhondve Corner,
DY Patil College Road, Ravet
Pune 412101

Dear Abhishek,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -

Your Annual Cost To Company will be Rs. **471,008**. Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms --

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 15, 2022**.
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

6. Notice Period
During probation, your employment can be terminated with ninety days' notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.

As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct

As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.

You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

13. Information and Security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

14. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation

If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities

Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Feb 15, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Abhishek Chopda**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity [C]	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.
Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
- Paid Holidays
- Employee Deposit Linked Insurance Policy
- Long Service Award
- Company sponsored Higher Education / certifications
- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

****Food**	*** Insurance Policy**
- Lunch, Snacks	- Group Term Life Insurance
	- Personal Accident
	- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009 CIN – L72300PN1990PLC056696
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Accept the offer

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1637312/3.0

Confidential

Jan 31, 2022

Bhavesh Bhadane
C-905,Essencia Heights
Near Orchid Hotel, Mahalunge
Pune 411045

Dear Bhavesh,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development.** During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -

Your Annual Cost To Company will be Rs. **471,008**. Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 14, 2022**.
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

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During probation, your employment can be terminated with ninety days' notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking-

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.

As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct

As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.

You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

13. Information and Security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

14. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Concillation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation

If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities

Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Jan 31, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Bhavesh Bhadane**
Designation: **Software Engineer**

		% of basic salary	Amount (Rs.)
I	**Monthly Components**		
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F/Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity **[C]**	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
- Paid Holidays
- Employee Deposit Linked Insurance Policy
- Long Service Award
- Company sponsored Higher Education / certifications
- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

****Food**
- Lunch, Snacks

*** Insurance Policy**
- Group Term Life Insurance
- Personal Accident
- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal.** Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Offer Letter Attachments

Response

Not Specified

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1640281/3.0

Confidential

Feb 15, 22

Lavish Gupta
6,Hundawala Mohalla ,Gali Bohran
FIROZABAD 283203

Dear Lavish,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -

Your Annual Cost To Company will be Rs. **471,008.** Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 15, 2022.**
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc, would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

6. Notice Period
During probation, your employment can be terminated with ninety days' notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.

As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct

As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.

You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

13. Information and Security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

14. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation
If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities
Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66036036)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Feb 15, 22**
Grade: **3.0**
Location: **Pune**
Name: **Lavish Gupta**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
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	Provision for your gratuity [C]	4%	5,664
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	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
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Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy.

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
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- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

"Food	*** Insurance Policy**
- Lunch, Snacks	- Group Term Life Insurance
	- Personal Accident
	- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**

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You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

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2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009 CIN – L72300PN1990PLC056696
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Accept the offer

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1637197/3.0

Confidential

Jan 31, 2022

Prathamesh Papade
Flat no 3,Saurabh Apartment, Ganesh Nagar
Pimple Nilakh , Aundh camp , Pune
Pune 411027

Dear Prathamesh,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -

Your Annual Cost To Company will be Rs. **471,008**. Your Annual Gross Salary will be Rs. **430,008**. A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 14, 2022.**
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
Ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time fine stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

6. Notice Period
During probation, your employment can be terminated with ninety days' notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.

As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct

As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.

You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

13. Information and Security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

14. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation

If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities

Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter. Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process. I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Jan 31, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Prathamesh Papade**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity **[C]**	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.
Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
- Paid Holidays
- Employee Deposit Linked Insurance Policy
- Long Service Award
- Company sponsored Higher Education / certifications
- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

**Food	* Insurance Policy
- Lunch, Snacks	- Group Term Life Insurance
	- Personal Accident
	- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009
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Offer Letter Attachments

Response

Accept the offer

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1640393/3.0

Confidential

Feb 15, 2022

Nikhil Bastia
Nadhana, Bhiligram
Puri 752106

Dear Nikhil,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -
Your Annual Cost To Company will be Rs. **471,008.** Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 15, 2022.**
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

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You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

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After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

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As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

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12. Working Days
Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.
You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

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

14. No Conflict
You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution
In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

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If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities
Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Feb 15, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Nikhil Bastia**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity **[C]**	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
- Paid Holidays
- Employee Deposit Linked Insurance Policy
- Long Service Award
- Company sponsored Higher Education / certifications
- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

****Food**	*** Insurance Policy**
- Lunch, Snacks	- Group Term Life Insurance
	- Personal Accident
	- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009
CIN – L72300PN1990PLC056696
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Accept the offer

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1640255/3.0

Confidential

Feb 15, 2022

Sneha Dixon
Morya colony, Vijay nagar
Kalewadi, Pimpri
Pune 411017

Dear Sneha,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -
Your Annual Cost To Company will be Rs. **471,008**. Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **May 25, 2022**.
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

6. Notice Period
During probation, your employment can be terminated with ninety days' notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking
The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.
As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct
As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days
Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.
You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

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

14. No Conflict
You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution
In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation
If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities
Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Feb 15, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Sneha Dixon**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity [C]	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.
Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
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- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

**Food	* Insurance Policy
- Lunch, Snacks	- Group Term Life Insurance
	- Personal Accident
	- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal**. Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009 CIN – L72300PN1990PLC056696
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Accept the offer

1

Offer Letter Body

Persistent

Reference: Persistent/Campus/1636944/3.0

Confidential

Jan 30, 2022

Omkar Bhor
S No 194/4/1 Pandav Nagar Bhosari
Pune 411039

Dear Omkar,

Subject:**Your Appointment as Software Engineer**

Further to your application for employment with us, and the subsequent selection process, we are pleased to offer you the position of **Software Engineer** at grade **3.0** with **Persistent Systems** (Company).

Persistent follows a career structure consisting of attributes such Grade, Job Family (Career Track) and Job title. As per the offered position, your Job Family is **Engineering - Development**. During your tenure with the company, you are expected to perform role(s) as may be deemed fit by the organization and business needs.

Due to the ongoing pandemic, your joining date will be communicated to you in due course of time as the situation unfolds.

The terms and conditions of this offer for employment are:

Salary -

Your Annual Cost To Company will be Rs. **471,008.** Your Annual Gross Salary will be Rs. **430,008.** A detailed break up of your salary is given in 'Annexure-A'.

You will be eligible for a Statutory Bonus / Ex-Gratia payment, which would be calculated at 20% of the 'Basic Salary' as mentioned in the Salary Break-up Sheet. The mode of payment will be as follows:
- 100% of the Statutory Bonus / Ex-Gratia amount mentioned in the Salary Break-up Sheet will be paid on a monthly basis.
- In case of change in any existing statute or introduction of new statute which requires any payments to be made, the Company reserves the right to adjust the salary components given within your Annual Gross Salary break up to ensure full compliance with such statutory payment obligations.
- In case of changes in any existing statute related to statutory bonus, the amount mentioned as 'Statutory Bonus / Ex-gratia' in the 'Salary break-up sheet' will be considered towards 'Statutory bonus' and the balance, if any, left shall be reserved for adjusting against liabilities of the Company arising out of statutory modification with retrospective effect.

If no such statutory modifications of retrospective nature are noticed, the remaining amount under the heading 'Statutory Bonus / Ex-gratia' will be eventually considered towards 'Ex-gratia'. If changes in statute take place with retrospective effect, Company reserves right to apply this logic of considering complete amount towards 'Statutory bonus' and balance, if any, left towards 'Ex-gratia' in retrospect.

(as per the Company policy) –
This payment is part of your annual gross salary, the payout will be based on Annual Performance of the Company and will be governed as per prevailing CPB policy.

Performance Pay component mentioned in the salary break-up sheet will be paid as follows
- 100% of the amount will be paid on a monthly basis.
- If you are put on Performance Improvement Plan (PIP) or equivalent plan resulting out of 'on the job' observation of below expectation performance, company reserves the right to withhold this amount till you successfully complete the PIP. In case your PIP commences in a month and stretches over the next month then the Performance Pay shall be proportionately paid to you for each month for the period you were not under the PIP.
- If you are found to be not in compliance with various internal policies / guidelines / requirements within the timelines specified in the respective policies / guidelines / requirements, company reserves the right to withhold this amount every month you remain non-compliant. Such deducted performance pay would be returned to you once you are found to be in compliance, in all respects.

Additional Terms –

1. Acceptance of Offer

a. The offer is valid till the date of joining decided by the Company.
b. Please send us your acceptance of the offer on or before **February 12, 2022.**
c. This offer for employment is subject to you passing your graduation/post-graduation without keeping any backlogs. You will ensure to update the Company about exam results.
d. Upon acceptance of this offer letter, your employment with the Company will be effective from the date of your joining the Company.
e. As per the business requirement, kindly take the following actions:
i. You are required to fill the Background Check Form and submit the filled form along with necessary documents to the HR person at the time of joining
ii. Register with National Skills Registry (NSR an Initiative by NASSCOM) within the time line stipulated by the Company.

The information produced by you at the time of recruitment as well as during joining is deemed to be true and correct. By accepting this offer letter, you give your unconditional consent to the Company and/or its authorized person/ agency to carry out your background check and take all necessary actions to verify the authenticity of the information provided.

In case of your failure to take necessary steps as mentioned above, within the specified timeline or in case the information, particulars and data furnished to the Company by you are found to be erroneous, incomplete, inaccurate or untruthful, at any stage of recruitment process or in the background check or where the background check reveals undesirable results, the Company will have a right to take necessary disciplinary action including revocation of the offer or termination of your employment without any obligations or without any notice period or compensation.

Further, you allow the Company to provide your personal information (i) for internal business requirements (ii) for applicable legal compliance in or outside India (iii) as may be required by Company's customers as a part of the engagement between Persistent and customer e.g. sharing of profiles etc. (iv) if required by court or government authorities.

2. Work Location
At the time of joining you will be posted at **Pune** office. However, your services can be transferred to any of the Persistent group of Companies, other establishments of the Company, at Company's customer site or at partner's location anywhere in India or abroad subject to Company policies and business requirements from time to time.

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

4. Probationary Period
You will be on probation for a period of six months, from the date of joining. Upon satisfactory performance during the probation period, your employment will be deemed confirmed unless otherwise communicated to you in writing.
In addition to your performance during the probationary period, confirmation of your employment is subject to your submitting the requisite documents as required at the time of you joining the Company.

5. Recovery of Expenses
Any expenses incurred by the Company for your recruitment such as your relocation, accommodation, joining bonus, reimbursement of short fall of notice period if any, etc. would be recovered from you if you voluntarily resign from the services of the Company within twelve months from your date of joining.

6. Notice Period
During probation, your employment can be terminated with ninety days notice or payment of 'Basic Salary' (the 'Basic Salary' that is mentioned in the salary break-up sheet) in lieu of the notice period on either side.

After completion of probationary period and confirmation of employment, if you voluntarily resign from the services of the Company, you will be required to give ninety days' advance written notice or 'Basic Salary' in lieu of the notice period subject to the Company's discretion. In the event of you having any incomplete work assignment, the Company will have the discretion to relieve you only at the end of the ninety days' notice period. Similarly, the Company may terminate your employment by giving you ninety days' notice or 'Basic Salary' in lieu of notice period.

The Company can terminate your service without any notice period and without paying the salary in lieu of notice period, in case your employment is terminated on the grounds of

- Breach of confidentiality or IP related obligations
- Violation of law
- Gross misconduct
- Material breach of Company policy, on your part. In such event, the Company will not be liable to make payment in lieu of notice period.

In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediate previous working day.

7. Mediclaim Insurance Policy
Mediclaim Insurance policy is a family floater policy and the maximum sum assured is Rs.2.5 Lakhs per year. Employees are requested to view the policy terms and conditions on Persistent intranet post joining.

8. Retirement
You shall retire on the day of completion of your sixty years of age. For this purpose, the date of your birth considered will be as per the certificate of proof of age submitted by you at the time of joining the Company. In case the last day of your employment falls on a non-working day, your last day of employment shall be the immediately preceding working day.

9. Rules and Regulations
You will be governed by the rules and regulations applicable to the employees of the Company, including revisions in such rules as may be effected from time to time. During the continuance of your engagement with us, you shall not be associated, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever, but shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
Also, the Chart of Authority and Disbursement is published on our Intranet (as applicable). You may go through the same, once you join the organization.

10. Invention Assignment and Confidentiality Undertaking

The matters pertaining to terms and conditions of your employment including your remuneration are strictly confidential between you and the Company, and should be treated as such.

As part of the joining process, you will be required to sign 'Invention assignment and confidentiality undertaking'.

11. Code of Conduct

As part of the joining process, you will be required to sign 'Code of Conduct'.

12. Working Days

Normal working days are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other off day. Staff of Support Departments may be required to work on Saturdays.

You will be governed by the working hours policy of the Company. Based on the business need, you may be required to work in shifts, in extended working hours or on call. The same may be modified from time to time to keep it in line with the prevailing local statutory provisions.

13. Information and Security

The role assigned during your employment with the Company includes the Information Security responsibilities as required by organization and customer. This includes adhering, maintaining information security artifacts as required by Information Security Policy of the organization and customer.

During your employment with the Company, you shall not disclose any information to anyone including but not limited to Company's customers, prospective customers, people or entities outside the Company or to any Company's employee which is confidential or trade secret under your previous employment contract or disclosure of which is in violation of any law or third party intellectual property rights. If you disclose any such information, you shall be solely liable at your own cost and you agree to hold harmless the Company from and against any claims, actions, suits, demands, damages, claims for fees, costs, charges and expenses.

14. No Conflict

You warrant that if you accept this employment offer with the Company, it shall not be in conflict with :

- any other agreement that you may have entered into or
- any obligation that you may be bound to

15. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

16. Transit Accommodation
If you need transit accommodation, it can be provided to you, in case you are joining from outstation to the work location. The accommodation will be for a period of maximum seven days from a day prior to your joining date. For availing this, you need to send an email request to **Akanksha Khandare** at **akanksha_khandare@persistent.com** one week prior to your joining date.

17. Joining Formalities
Kindly contact **Rajeshwari Joshi (Ph.No.- 020-66965038)** on the date of joining. We request you to report at 9:00 AM at the address mentioned below for completion of joining formalities.

Pune
Rigveda-Yajurveda-Samaveda-Atharvaveda Plot No. 39, Phase I, Rajiv Gandhi Information Technology Park,Hinjawadi,Pune, Maharashtra, India 411057.

Please find the details of the documents/information required at the time of joining, in Annexure-C.

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

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure to and forming part of this letter:
i.Salary Breakup Sheet (Annexure-A)
ii. Company Benefits (Annexure-B)
iii. Documents Required on the day of joining (Annexure-C)

Acceptance of the offer

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this Appointment letter as a token of my having accepted employment with the Company and the terms and conditions set out in this letter.
Also I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.
I will join the Company as per the joining date that will be communicated to me in due course of time.

Date: **Signature:**

SALARY BREAK-UP SHEET (Annexure – A)

Date: **Jan 30, 2022**
Grade: **3.0**
Location: **Pune**
Name: **Omkar Bhor**
Designation: **Software Engineer**

I	Monthly Components	% of basic salary	Amount (Rs.)
1	Basic Salary		11,800
2	House Rent Allowance	50%	5,900
3	Company contribution to E.P.F./Special Pay I (#)		1,800
4	Superannuation fund/Special Pay II	15%	1,770
5	National Pension Scheme/Special Pay III	10%	1,180
6	Leave Travel Assistance	10%	1,180
7	Performance Pay	10%	1,180
8	Statutory Bonus/Ex-gratia	20%	2,360
9	Upkeep Pay		4,608
	Total to be paid monthly (M)		**31,778**
	Total for the year [M * 12] [A]		**381,336**
II	**Variable Components**		
1	Company Performance Bonus[CPB] Per Month [M]		3,584
	Total CPB 10% of Annual Gross Salary [B]		**43,008**
III	**Annual Component**		
	Provision for your gratuity **[C]**	4%	5,664
	Annual Gross Salary [A + B + C]		**430,008**
IV	**Major Benefits [Average cost per person p.a.]**		
	Insurance* and Food* [D]		**41,000**
	Cost To Company (CTC) [A + B + C + D]		**471,008**

#Provident Fund Contribution Option:
As permitted by the Employees Provident Funds and Miscellaneous Provisions Act, 1952 and its Rules, at the time of joining, if you give your written consent, Company will provide you an option to limit your Provident Fund Contribution to maximum monthly wage ceiling defined by EPF authority (Currently it is Rs. 15,000/- per month) instead of on the entire basic salary mentioned in this salary break-up sheet. You understand and agree that if you explicitly consent to choose the above mentioned option, you will see following impact in your monthly pay slip.

- There is no impact on your Gross salary and CTC salary as stipulated under Annexure A.
- Both Employee's contribution and Company contribution to E.P.F will be lesser than what is mentioned in the salary break-up sheet under Annexure A -I point no. 3. Differential amount will be shown under "Special Pay I" in your pay slip. Income tax deduction benefit would reduce to that extent.
- As EPF deductions are less, your take home pay would be more than what is stipulated under Annexure A. This will attract appropriate income tax.

You agree and understand that as and when the EPF authorities revise maximum monthly wage ceiling (currently Rs. 15,000/- per month) appropriate changes will be made keeping the same principle, i.e. limiting both employee and employer contribution to statutory wage ceiling, as long as it is permitted by the law.

Yours sincerely,
For Persistent Systems
Kalpana Kudlingar
Head - Campus Talent Acquisition

Annexure-B

In addition to major benefits mentioned in "Annexure - A", Persistent provides the following benefits, as applicable/ as per company policy

- Leaves
  - Privileged Leaves (PL) - 27 Days. Unused PL of ongoing year will be carried forward on an annual basis to a maximum of 21 days out of 27.
  - Maternity Leave (ML) - As statutory requirement
  - Paternity Leave (PAL) - 5 Days
  - Child Adoption Leave (CAL) - 10 Days
  - Study Leave (STL)
  - Long leave
  - Compensatory-Off
- Paid Holidays
- Employee Deposit Linked Insurance Policy
- Long Service Award
- Company sponsored Higher Education / certifications
- Night Shift Allowance
- Reward and Recognition
- Employee Engagement activities
- Project Party
- Flexi working hours
- Annual Health Check-up

Following facilities are available at certain locations

- Subsidized Transportation Facility
- Gymnasium Facility
- In-house Sports Facility
- Doctor on premises

****Food**
- Lunch, Snacks

*** Insurance Policy**
- Group Term Life Insurance
- Personal Accident
- Mediclaim Hospitalization (Self, Spouse, 2 children and Parents)

"Food and Insurance" is a benefit being extended to the employees and cannot be paid in cash, under any circumstances.

Annexure – C
Guidelines for Joining Process

As a part of your joining process, you will receive an email from Persistent. This email will contain a link of the **Pre Joining Portal.** Pre-joining portal is system where you are required to complete following activities **before joining**

1) System Entries
You are requested to enter your details in Pre Joining portal. Some details, which we received during selection process, are already entered in the system. You are requested to go through the details. Please complete the process by entering all details in portal.
Details which are required to be entered in system are as below

- Personal Details
- Address Details
- Family Details
- Education Details
- Previous Employer Details
- Language Details

Please note that your joining form and Background Verification form will be generated based on the above mentioned details. These are Key details without which the forms cannot be generated. Hence you are requested to please complete all details. In case of queries, you can carry relevant documents on day of joining and after clarification, you can complete the details.

2) Upload Documents
You are requested to upload all relevant documents in Pre Joining Portal. Please use appropriate type of the documents and save. **Please upload documents in PDF format only.**

Valid documents for each category are:

a) Identity proof: Any one of the below

1. Passport
2. Voter's card
3. Driving License

b) Current and Permanent Address proof – Any one of the below

1. Electricity bill
2. Telephone bills
3. Ration card
4. Corporation tax receipt
5. Copy of Index 2

c) Date of Birth Proof – Any one of the below

1. Birth Certificate
2. School leaving certificate
3. 10th pass Certificate
4. Notarized copy of date of birth proof

d) Educational Information: All documents (as applicable)

1. SSC mark sheet & certificate
2. HSC mark sheet & certificate
3. Diploma (if applicable) :Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
4. Graduation (if applicable): Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)
5. Post-graduation (if applicable) : Semester wise mark sheets or a consolidated mark sheet and Certificate (Passing Certificate / Convocation Certificate / Provisional Passing Certificate)

e) Professional Information: (As applicable)

1. Relieving Letter/Experience Certificate / Service Certificate from all previous employers (if applicable)
2. Resignation Acceptance Letter / Email / Relieving Letter / Experience Certificate from current employer (if not currently available, it is mandatory to submit the same on the date of Joining)
3. Latest Salary Slips for the last two months from your previous employer

f) Marriage Certificate (in case of name change for women employees)

g) Pan Card (Mandatory)

If you do not receive the link for the pre joining portal or you face any problem while uploading documents, please keep soft copy of the documents available in your personal email account. Necessary access will be provided to you on day of joining to upload documents.

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009 CIN – L72300PN1990PLC056696
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Accept the offer

January 30, 2022

Himanshu Tijare

Bangalore

hmttijare@gmail.com

Offer Letter

Dear Himanshu Tijare,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks**:	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality**:	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period**:	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period**:	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means**: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work**: Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **Himanshu Tijare** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**
ANNUAL BENEFITS		
Benefit Particulars		**Amount (PA)**
Gratuity (As per payment of Gratuity Act)		18,402
Premium paid by the employer for Group Health Medical Insurance**		24,145
COST TO COMPANY (CTC)		**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Himanshu Tijare**, confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd**.

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Himanshu Tijare**

Signature: _____

Date:

28th January 2022

Kamal Rajendra Varma
Pune

E-mail ID – varmakamalrajendra@gmail.com

Offer Letter

Dear **Kamal Rajendra Varma,**

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

1.	Designation	:	**IT Trainee / InP - IT Trainee**	
2.	Company:	:	FIS Solutions (India) Private Limited	
3.	Place of Posting	:	Upper Ground Floor to 7th Floor, Westend Center One, Survey No. 169/1, Sector II, Aundh, Pune 411007, INDIA	
4.	Date of Joining	:	**27th June 2022**	
5.	Compensation & Benefits	:	Annual Base Pay : Rs.	**765,000 /-**
			Performance Pay : Rs.	**57,375 /-**
			Total Compensation (TC) : Rs.	**822,375 /-**

Break up of above Compensation details are provided in Annexure 1.

7. **Background Checks** :- Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
8. **Confidentiality** : You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
9. **Notice Period:** Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you 75 days Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving 75 days Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
10. **Probation Period:** You will be on probation initially for a period of 6 months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.
11. **Cause for Termination means:** A wiiful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

12. **Hours of work** : Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

    The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, You may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

    You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The Annexure II needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely



Amol Gupta
People Leader – India & Philippines

ANNEXURE
Compensation and Benefits

Name: **Kamal Rajendra Varma** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Kamal Rajendra Varma,** confirm that I am voluntarily sharing my Personal Information with **FIS Solutions (India) Private Limited** for the following purposes:

a) Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b) Processing my job application including background verification checks and medical checks

c) Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **FIS Solutions (India) Private Limited.**

In this context, I also agree to the retention of such Personal Information by **FIS Solutions (India) Private Limited** for any future reference/verification and authorize **FIS Solutions (India) Private Limited** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **FIS Solutions (India) Private Limited** and is capable of identifying me.

Name: **Kamal Rajendra Varma**

Signature: _____

Date:

January 26, 2022

Lokesh Deepak Malkani

Bangalore

lokeshmalkani04@gmail.com

Offer Letter

Dear Lokesh Deepak Malkani,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks:**	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality:**	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period:**	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period:**	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means**: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work**: Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **Lokesh Deepak Malkani** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I Lokesh Deepak Malkani, confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd.**

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Lokesh Deepak Malkani**

Signature: _____

Date:

January 26, 2022

NIHARIKA NARENDRA BISHT

Bangalore

niharika19082000@gmail.com

Offer Letter

Dear NIHARIKA NARENDRA BISHT,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks**:	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality**:	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period**:	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period**:	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means**: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work**: Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **NIHARIKA NARENDRA BISHT** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**
ANNUAL BENEFITS		
Benefit Particulars		**Amount (PA)**
Gratuity (As per payment of Gratuity Act)		18,402
Premium paid by the employer for Group Health Medical Insurance**		24,145
COST TO COMPANY (CTC)		**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **NIHARIKA NARENDRA BISHT,** confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd**.

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **NIHARIKA NARENDRA BISHT**

Signature: Narika

Date: 26/01/2022

January 26, 2022

Pradyumna Narendra Shirude

Bangalore

pradyumna.shirude@gmail.com

Offer Letter

Dear Pradyumna Narendra Shirude,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks**:	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality**:	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period**:	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period**:	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means**: A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work**: Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **Pradyumna Narendra Shirude** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Pradyumna Narendra Shirude**, confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd**.

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Pradyumna Narendra Shirude**

Signature: 

Date: **26/01/2022**

January 26, 2022

Shubham Kamlesh Mishra

Bangalore

shubhammishra4579@gmail.com

Offer Letter

Dear Shubham Kamlesh Mishra,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks**:	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality**:	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period**:	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period**:	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means:** A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work:** Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **Shubham Kamlesh Mishra** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I Shubham Kamlesh Mishra, confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification

b. Processing my job application including background verification checks and medical checks

c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd.**

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Shubham Kamlesh Mishra**

Signature: _____

Date:

January 26, 2022

Tanishq Singh

Bangalore

tanishq1602@gmail.com

Offer Letter

Dear Tanishq Singh,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of appointment.

1.	Designation	**IT Trainee / Global Title – InP - IT Trainee**
2.	Company	**Fidelity Information Services India Private Ltd**
3.	Place of Posting:	2nd & 3rd Floor, Tower 3, Block Warp, SJR I Park, EPIP Zone Whitefield Road, Bangalore – 560066
4.	Date of Joining	**27th June 2022**
5.	Compensation & Benefits	Annual Fixed Pay : **Rs. 765000/-** Performance Pay : **Rs. 57375/-** **Total Compensation (TC): Rs. 822375/-** Break up of above Compensation details are provided in Annexure I
6.	**Background Checks**:	Your appointment is subject to the background check clearance in all aspects, any discrepancies in the background check will lead to withdrawal of the offer.
7.	**Confidentiality**:	You are requested to maintain confidentiality on all aspects of the letter of offer at all times. You shall not divulge, communicate or pass on any information, regarding the company, its business, customers, work practices and security practices to any outsider or any external vendor or contractor employed by the Company.
8.	**Notice Period**:	Notwithstanding anything stated herein, your services are liable to be terminated by the Company without assigning any reason, by giving you **75 days** Notice or salary in lieu of such Notice. Likewise, you may resign from the services of the Company by giving **75 days** Notice or salary in lieu of Notice. Salary for this purpose will be computed on Monthly Base pay excluding Employer PF contribution.
9.	**Probation Period**:	You will be on probation initially for a period of **6 [six]** months during which time your progress will be monitored. At the end of this period, your employment will be deemed confirmed, provided you achieve performance standard. In the event of unsatisfactory progress, appropriate procedures will be implemented which may either result in extension of your probationary period or termination of your employment either during or at the end of probation.

10. **Cause for Termination Means:** A wilful failure by You to substantially perform your duties and responsibilities, breach of Company policies and Code of Business Conduct and Ethics and the commission by You of theft, fraud, breach of trust or any material act of dishonesty involving the Company or its Affiliates.

11. **Hours of Work:** Your normal working hours shall be 9 hours per day and 45 hours per week, including applicable intervals for rest. The Company also reserves the right to vary your hours of work and days of attendance, either on a permanent or temporary basis, dependent on business requirements. In the event of this you will be provided with reasonable notice.

The company follows a flexible working time system, which will enable You to choose your arrival and/or departure time from a range of available hours, subject to approval from your Reporting Manager. Further, you may be required to work in shifts or in a different weekly work schedule due to business reasons. You will be communicated about such differential schedule and work timings by your Reporting Manager.

You will be required to devote the whole of your time, attention and skill to the business and affairs of the Company both during normal business hours and during such additional hours, as permitted by Law as are necessary for the proper performance of your duties or as the Company may reasonably require from time to time.

Sharing of this information will result in withdrawal of your letter of offer

A detailed Appointment Letter will be issued to you soon after you have joined the Company.

The **Annexure II** needs to be accepted and signed along with this offer letter.

We look forward to having you on board with Team FIS.

Yours sincerely

Amol Gupta
People Leader - India and Philippines

ANNEXURE I

Compensation and Benefits

Name: **Tanishq Singh** **w.e.f.** **27-Jun-22**

FIXED PAY

Particulars	Amount (PM)	Amount (PA)
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan^	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
BASE PAY (FIXED PAY)	**63,750**	**765,000**
Performance Bonus*		57,375
TOTAL COMPENSATION (TC)		**822,375**

ANNUAL BENEFITS

Benefit Particulars	Amount (PA)
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
COST TO COMPANY (CTC)	**864,922**

* Your Performance Bonus represents the target amount (at 100% payout). Actual payouts can vary depending on performance and subject to the terms and conditions of the Incentive plan policy. Plan details are at the sole discretion of the company and subject to change.

Taxes and other statutory deductions/payments as per applicable law.

** To know your eligibilities for Group Health Medical Insurance, please refer to the policy

**You will also be covered as part of Group Term Life Insurance & Group Personal Accident policy. To know your eligibility please refer to the respective policy.

^ Please refer to FBP Policy for details

Your compensation can be restructured at any time protecting Total Compensation (TC)

All salary components are governed by the company policies and statutory guidelines

This salary sheet is strictly confidential and must not be discussed with anyone other than your Reporting Manager

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Tanishq Singh**, confirm that I am voluntarily sharing my Personal Information with **Fidelity Information Services India Private Ltd** for the following purposes:

a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
b. Processing my job application including background verification checks and medical checks
c. Employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with **Fidelity Information Services India Private Ltd**.

In this context, I also agree to the retention of such Personal Information by **Fidelity Information Services India Private Ltd** for any future reference/verification and authorize **Fidelity Information Services India Private Ltd** to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with **Fidelity Information Services India Private Ltd** and is capable of identifying me.

Name: **Tanishq Singh**

Signature: 

Date: 26/01/2022

Acrotrend
Customer Insights & Analytics

Date: 11th March 2022

Jagruti Girase
Mumbai

Dear Jagruti,

Strictly Private & Confidential

Sub: Offer letter – Trainee Software Engineer - B1

We are pleased to offer you a position as a Trainee Software Engineer - B1 with Acrotrend Solutions Private Limited. We are sure that Acrotrend will provide you with a satisfying and challenging work environment along with a successful growth path.

The expected cost of your compensation to the company is INR 6,00,000 (Rupees Six Lakh only) per annum, payable monthly into your bank account in India; of which, variable will be paid annually based on your performance for each quarter. Refer to Annexure - I for the details. The terms of your employment shall be governed by Exhibit-B as attached.

We would like you to join us on or before 04th July 2022. Please inform us of your decision by 15th March 2022 else the offer stands void.

We look forward to a mutually rewarding association with you at Acrotrend.

Yours sincerely,
For Acrotrend Solutions Private Limited

Pratik Shringarpure
Head- Human Resources

ACCEPTED

By: Jagruti Girase
Date: 15/03/22

10th Floor, Tower 1, Seawoods Grand Central, Sector 40, Navi Mumbai, India 400706.
Email: info@acrotrend.com Website: www.acrotrend.com

Acrotrend

Annexure – I

Name: Jagruti Girase

Designation: Trainee Software Engineer - B1

Component	Monthly	Annual
Basic	25000	300000
HRA	12500	150000
Conveyance/Transport Allowance	1600	19200
Medical Reimbursement	1250	15000
LTA	2083	24996
Food Coupons	2200	26400
Special Allowance	3317	39804
Group Medical Insurance	250	3000
Employer PF Contribution	1800	21600
Total	50000	600000

Deductions:

- Professional Tax: INR 200 per month from April to February INR 300 for March

Pratik Shringarpure
Head- Human Resources

10th Floor, Tower 1, Seawoods Grand Central, Sector 40, Navi Mumbai, India 400706.
Email: info@acrotrend.com Website: www.acrotrend.com

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Customer Insights & analytics

Exhibit B

TERMS AND CONDITIONS OF EMPLOYMENT

You are expected to devote your full business time, attention and energies to the performance of your duties with the Company. Your place of work will be in Mumbai, India. Under the terms of this Agreement, and without the need to terminate the employment relationship, the Company may assign you additional tasks or to a new manager, modify or remove your assigned duties, or change the place of your employment without additional compensation to you.

You also hereby consent and agree to any amendments to these Terms and Conditions of Employment, as deemed necessary by Acrotrend Solutions Private Limited. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you.

Compensation: Your annual compensation is in accordance with the Company's standard payroll practices for salaried employees in India. The compensation will be subject to the usual deductions including deductions for tax and statutory contribution normally to be withheld by an employer in India and will be subject to adjustment pursuant to the Company's compensation policies in effect and your performance.
In case you are assigned to work outside your normal place of posting, the specific deputation letter would notify you of any changes in the compensation and benefits.
Your salary will be payable monthly on the first working day of each calendar month by bank transfer directly to a named bank account. This covers the period from the 16th day of the previous month to the 15th day of the month for which the salary is paid.

Employee Benefits: A list of public holidays recognized by the Company and other benefits information will be provided to you once you join the Company.

Group Medical Insurance – Medical cover for Self, Spouse and up to two children will be covered from 20th day of your date of joining.

Proprietary Information and Inventions Agreement: During the continuance of your employment and thereafter, any code, process, practice, discovery or invention developed or acquired by you in the course of discharging of the assigned duties shall remain the sole property of the company and the same shall not be used in any manner whatsoever by you without our specific knowledge and express permission. You will be required to comply with the Confidentiality Clause as mentioned in the Business Conduct Guidelines of Acrotrend.

Probationary period: The first 6 months of employment will be a probationary period, during which the Employee's performance will be monitored. After successful completion of six months, the employee will be continued in the service of the Company. During this period the Employer may, in its absolute discretion, terminate the Employee's employment, for non-performance and/or unsuccessful probation period, without notice or cause.

Transferability: Your initial place of posting will be Mumbai – (Navi Mumbai) However, your services are liable to be transferred from one location to another anywhere within Mumbai/India

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Period of Employment: The age of retirement shall be 58 years and on superannuation you shall be entitled to such benefits as are available under the law and or the rules framed by the company

Termination of employment: Company may at any time terminate your employment by giving you three months' notice in writing or by paying three month's basic salary in lieu of notice. You may also terminate this agreement by giving three months' notice in writing or by paying three month's basic salary in lieu of notice However, releasing you prior to the stipulated three months of notice time is purely left to the management and you shall serve the company up to the three months' notice term if management wishes. Your employment may be terminated by the Company without notice or payment in lieu thereof, if you commit any serious or persistent breach or non-observance of the terms, or are guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company so serious in nature that the terminating party could not reasonably be expected to continue the Agreement for any period of time.

Recovery: In case you leave employment with Acrotrend without serving three months' notice, you will pay or we shall have the right to deduct as liquidated damages an amount equivalent to three month's basic salary and allowance (incase, you are currently deputed for an overseas assignment) from any amount that may be due.

In the event of separation from services of the company, (separation can also include termination on performance grounds), within 18 months of joining, the Company has the right to recover the amount if paid to you in the form of Relocation Reimbursement / Joining Bonus or any other expenses incurred (Hotel Stay/Travel/Guest house use etc.) which is not part of the compensation structure.

Background Verification: Upon your joining, Acrotrend shall, directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. Acrotrend reserves the right to terminate without notice, the employment contract, at any point during the course of employment, if the background verification report is found incongruent with the information & credentials provided by you. Additionally, in such an eventuality, Acrotrend shall require you to refund the salary paid including employee benefits availed, if any, till such date

Validity: This offer of appointment will not be valid and will be withdrawn under the following circumstances.

- Not reporting to work on the accepted date
- Unsatisfactory feedback on your credentials from any of the references furnished by you.
- Any other essential information that has been suppressed or falsely provided.

General: Please note that individual salary is a confidential matter and not to be discussed with any other employee

I have read and accepted this employment offer:

Date 15/03/22

Planned start date: 4/04/22

Name: Jagruti Girase

Signature:

Witness: Ramesh Girase

10th Floor, Tower 1, Seawoods Grand Central, Sector 40, Navi Mumbai, India 400706.
Email: info@acrotrend.com Website: www.acrotrend.com

DECYPHER

Wednesday, October 6, 2021

Dear **Aadesh Jadhav,**

We are delighted to offer you the full-time position of ***Cyber Security Consultant*** with an anticipated start date of October 6, 2021, contingent upon background check, documentation review etc. .

As the **Cyber Security Consultant**, you will be responsible for the Cyber Security engagements of our customers in India & Globally.

Your working hours shall be decided on the amount & type of work involved, However, the official timings are from 0930 to 1800. You shall be based out of our Lab in Pune.

The starting compensation for this position is **INR 20,000.00** per month. Payment will be via direct credit to your bank account, details which you need to furnish at the time of joining.

You shall be on probation for a period of 6 months from the starting date. Post confirmation, any enhancement in the compensation shall be discussed.

We expect our resources to spend at least 12 months with us since we will be spending a lot of time and effort as well as resources to train you. A notice period of 2 months is required.

Documents such as Adhaar is required to be provided for identity verification. This letter is not a contract indicating employment terms or duration.

Please confirm your acceptance of this offer by signing and returning this letter by [offer expiration date].

Sincerely,

Rajesh

[Your Signature]

[Your Printed Name]

Candidate Signature: Jadhav

Candidate Printed Name: Aadesh Jadhav

Date: 06 | 10 | 21

FIREEYE™

EMPLOYMENT AGREEMENT

This employment agreement (the "**Agreement**") is made on *02/05/2022*.

BETWEEN:

FireEye Technologies India Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Salarpuria Infinity, 2nd Floor, Front Wing, 5, Bannerghatta Road, Bangalore 560029 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns) of the One Part;

AND

Pratik Kadam, a citizen of India, aged 22, being the Son of Sunil Kadam L, presently residing at 9/3 Krishnanagar Railway Police Quarters, Chinchwad, Pune-411019, Maharashtra, India (hereinafter referred to as the "**Employee**" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the Other Part.

WHEREAS:

A. The Company is involved in the business of developing products and services related to stopping cyber attacks using advanced anti-malware software and related processes to supplement traditional and next generation firewalls, IPS, anti-virus, and gateways;

B. The Company is now desirous of engaging the services of the Employee as **Associate Security Researcher**;

C. Employee wishes to accept employment with the Company as **Associate Security Researcher** on the terms and conditions detailed in this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

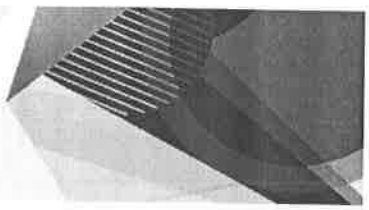
In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meaning:

(a) **Affiliate** of a Person (the Subject Person) shall mean (i) in the case of any subject Person other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the subject Person, and (ii) in the case of any subject Person that is a natural person, such a Person's Relative;

(b) **Agreement** shall mean this employment agreement, including the recitals above and the annexes attached to it;

(c) **Board** shall mean the Board of Directors of the Company;

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(d) **Business** shall have the meaning ascribed to it in Recital A;

(e) **Business Day** shall mean a day other than Saturday and Sunday on which scheduled commercial banks are open for normal banking business in Bangalore, India;

(f) **Confidentiality Agreements** shall mean the invention assignment agreement and the non-disclosure agreement of even date executed between the Company and the Employee attached herewith as **Annexure II and Annexure III** respectively;

(g) **Control, Controls or Controlled** as to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership interests, by contract or otherwise;

(h) **Commencement Date** shall mean **13/07/2022**;

(i) **CTC** shall have the meaning ascribed to it in Clause 4.2;

(j) **Disability** shall mean the disablement of the Employee as approved by the Company, whether of a temporary or permanent nature, as incapacitates the Person from all work which he/she was capable of performing at the time of the accident resulting in such disablement;

(k) **Employment Term** shall have the meaning ascribed to it in Clause 2.3;

(l) **Material Breach** shall mean (a) violation of the Confidentiality Agreements, (b) breach by the Employee of any agreement between the Company and him, (c) material failure of the Employee to comply with the Company's written policies or rules, (d) conviction for an offence under the laws of India, (e) gross negligence or wilful misconduct by the Employee, (f) continuing failure by the Employee to perform assigned duties after receiving written notification of the failure from the Company's Board of Directors, (g) failure by the Employee to co-operate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation, (h) misappropriation of Company funds.

(m) **Parties** shall mean a collective reference to the Company and the Employee and **Party** shall mean either the Company or the Employee;

(n) **Person** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;

(o) **Relative** shall have the meaning ascribed to it in Section 6 of the Companies Act, 1956;

(p) **Significant Non-Performance** shall mean non-performance (lesser than 75% achievement of the Employee's yearly targets, as determined by the Company, from time to time, at its sole discretion) by the Employee; and

(q) **Territory** shall mean the territory of the republic of India.

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1.2. **Interpretation**

Unless the context otherwise requires in this Agreement: (a) words importing the singular include the plural and vice versa; (b) reference to a gender includes a reference to the other gender; (c) reference to the words "include" or "including" shall be construed without limitation; (d) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated; (e) the headings in this Agreement are for reference only and shall not affect the interpretation or construction hereof; and (f) a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day.

2. DUTIES

2.1. The Company hereby appoints the Employee in the position of **Associate Security Researcher**, commencing from **13/07/2022** (the "**Commencement Date**").

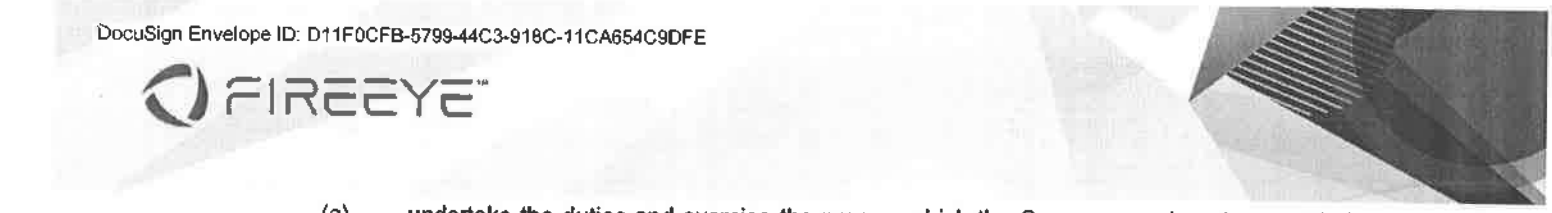
2.2. The Employee shall be under probation for a period of 6 months ("**Probation Period**"), during which Probation Period, the Employee's performance shall be monitored closely. Upon completion of the Probation Period, a decision will be taken regarding the confirmation of the Employee's service. In the event that the employment is confirmed, the Employee will be issued a letter of confirmation. During the Probation Period or at the end of the Probation Period, the Company may terminate his/her employment upon sixty (60) days written notice, without assigning any reasons. Subject to the successful completion of the Probation Period, and the confirmation of employment, the term of the Employee's employment with the Company shall continue until terminated in accordance with the "Termination" clause below.

2.3. The Employee hereby acknowledges and agrees that this Agreement and any offer of employment are expressly contingent upon the Employee's satisfactory completion of a background verification as determined by the Company. The background verification may consist of any aspect(s) permitted under applicable laws including, but not limited to, a review of the Employee's employment, educational, civil, criminal, residential, and/or credit records. By signing this Agreement, the Employee also explicitly and unambiguously consents to the Company's collection, use, and disclosure of such records for the purposes of conducting the background verification.

2.4. The duration for which the Employee continues to remain an employee of the Company shall be referred to as the "**Employment Term**". The Employee shall devote his/her full time and best efforts to the advancement of the interests of the Company in accordance with the policies established, from time to time, by the Board, and shall perform such duties related to or incidental to the duties contained herein as may be prescribed from time to time. During the Employment Term, the Employee will report to **Anil Ramabhatta**, **Senior Manager** and shall act in accordance with their instructions on any matter.

2.5. The Employee must:

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(a) undertake the duties and exercise the powers which the Company assigns to or vests in the Employee and comply with all lawful orders and instructions given by the Company in this regard;

(b) observe and comply with the Company's rules, regulations and policies as varied from time to time;

(c) perform the duties and exercise the powers that are assigned to or vested in the Employee from time to time by the Company in a proper and efficient manner with all due care, skill and diligence;

(d) devote his/her entire time, attention and skill exclusively to the Business during normal business hours and such other hours as are necessary to satisfactorily perform his/her obligations under this Agreement;

(e) use his/her best endeavours to promote the interests of the Company;

(f) perform to the best of his/her ability, in accordance with the directions of the Company or under the directions of the Board, the duties and responsibilities normally associated with his/her position, and such additional duties and responsibilities as the Company may from time to time reasonably specify;

(g) during the Employment Term, promptly disclose to the Company each business opportunity of a type which, based upon its prospects and relationship to the Business, the Company might reasonably consider pursuing. In the event that the Employee is terminated for any reason, the Company shall have the exclusive right to participate in or undertake any such opportunity on its own behalf, without any involvement by or compensation to the Employee;

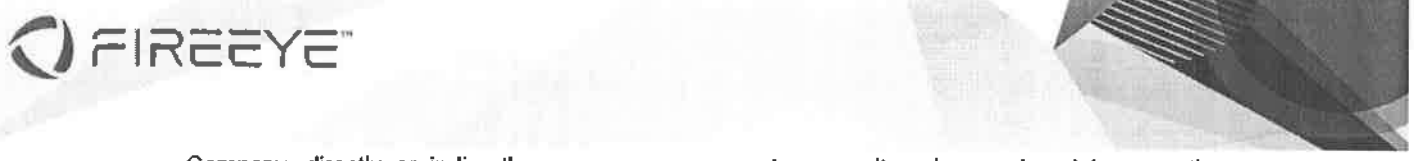
(h) abide by all the Company's corporate policies and procedures, as may be amended from time to time. The Employee also confirms that they have read and understood the provisions of the FireEye Employee Handbook;

(i) agree that while the posting of the Employee will be at the Bengaluru Company office, he/she may be transferred to any of the Company's sister companies, associate companies, client's locations, third parties or branch offices to which the Employee may be posted on deputation, secondment or transfer. The Employee's duties may also require him/her to travel within India and to other countries, often at short notice. To undertake such travel, the Employee confirms that he/she has a valid passport in his/her possession, and shall maintain the same at all times, with at least 6 months validity;

(j) serve the company in the capacity of **Associate Security Researcher** and shall carry out such duties as may be specified to him/her. The Employee shall report to **Anil Ramabhatta, Senior Manager** who shall review and assess the performance of the Employee. However, the Employee agrees that the Employee's job duties and the reporting manager may be changed at the discretion of the Company without assigning any reason for such change.

2.6. The Employee acknowledges that this is an exclusive employment agreement. Accordingly, during such Employment Term, Employee shall not, without the prior written consent of the

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Company, directly or indirectly own, manage, operate, consult or be employed in any other business. Without limitation to the generality of the foregoing, Employee shall not, during the subsistence of this Agreement, directly or indirectly, be associated with any business that competes with the Business in any manner whatsoever, whether as an officer, employee, agent, consultant or similar representative or service provider.

3. BRIBERY AND FRAUD

3.1. Employees are prohibited from offering or accepting money or anything of value from/to anyone in order to obtain a special advantage or in an attempt to improperly influence some decision affecting the Company's business or for the personal gain of any individual or the Employee himself/herself. Employee cannot offer, make, solicit or accept such prohibited payments either directly, through personal involvement, or indirectly, through a third party such as an agent or consultant acting on their behalf.

4. HOURS OF WORK, COMPENSATION AND LEAVE

4.1. The Employee's usual hours of work will be as per the Company policies in force from time to time.

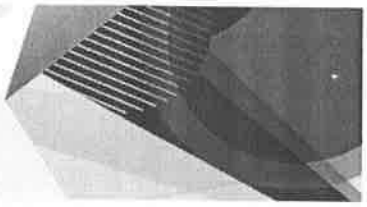
4.2. In full compensation for the services to be rendered by the Employee hereunder during the Employment Term, upon the terms and subject to the conditions set forth in this Agreement, the Company will pay to the Employee and the Employee shall accept as compensation, a base annual salary of **INR 1,428,571.00**.

The other benefits and perquisites payable to the Employee will be mutually worked out between the Parties (the base annual salary, bonus and/or variable payments (if any), benefits and perquisites are collectively referred to as "**CTC**"). The particulars of the CTC payable to the Employee is detailed in **Annexure I** hereto. The Employee is entitled to join the Company's benefit schemes, which may include health or other insurance packages, if the Company decides to offer these to its employees. The Employee understands that, if offered, the terms of these schemes may be changed from time to time by the Company and agrees to keep himself/herself informed of the same. Payment of the CTC hereunder shall be made in accordance with the relevant Company policies in effect from time to time, including normal payroll practices, and shall be subject to all applicable withholding taxes.

4.3. The pro-rated monthly amount of the CTC shall be paid by the Company in accordance with the Company's payment policy from time to time into Employee's nominated bank account or as subsequently altered by agreement between the Company and Employee. Each Party shall bear and fully comply with all their respective tax liabilities arising from the provisions of this Agreement.

4.4. The Company will reimburse the Employee for all reasonable business expenses properly incurred by the Employee in performing his/her duties under this Agreement and in accordance with the Company's applicable travel and entertainment policies and procedures in effect at the time, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request, or as may be consistent with standard Company policies and practices for reimbursement of expenses. The Employee shall undertake such travel as may reasonably be required in connection with the performance of the Employee's duties hereunder.

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4.5. During the Employment Term, the Employee shall be entitled to paid vacation/sick leave as per the Company's policies, as amended from time to time. Such vacation may be availed by the Employee at such time or times as shall be mutually convenient to the Company and the Employee.

4.6. The Employee may be eligible for an annual MBO (Management Business Objectives) bonus target incentive of **5%** of his or her base salary in accordance with FireEye's Incentive Plan, as may be amended from time to time at the discretion of the Company ("**FireEye Bonus Plan**"), subject to meeting both individual and Company objectives as set forth in the FireEye Bonus Plan. Incentive payouts from the Plan are generally made quarterly, unless otherwise specified in the FireEye Bonus Plan, as soon as administratively feasible after FireEye, Inc. publicly announces its financial results for the applicable fiscal quarter. Target incentives do not constitute a promise of payment. Payout of this bonus may be higher or lower than the target and will be based on both the Employee's individual performance objectives and Company success metrics as defined in the FireEye Bonus Plan. No bonus will be payable in respect to individual or Company objectives if the Company fails to meet its minimum profit targets. The Employee's manager will discuss the Employee's individual objectives with the Employee after the Employee joins the Company. The Employee's entitlement to receive a bonus under the FireEye Bonus Plan is also conditional on the Employee being an active employee and not under notice of termination (whether served by the Employee or the Company) on the last day of the quarter to receive the applicable payout related to that quarter. The Company reserves the right to vary or terminate the bonus arrangements at its discretion.

4.7. In addition to the above, the Employee shall be entitled to holidays on 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti) each year along with 9 (nine) other days as may be prescribed by the Company.

5. CONFIDENTIAL INFORMATION/ INTELLECTUAL PROPERTY

5.1. The Employee and the Company shall, on the date hereof, enter into Confidentiality Agreements, the agreed forms of which are attached hereto as **Annexure II and Annexure III**. The Employee acknowledges that he/she will be engaged in this Company from **13/07/2022**, and agrees that the Confidentiality Agreements executed hereof stand applicable from the Commencement Date.

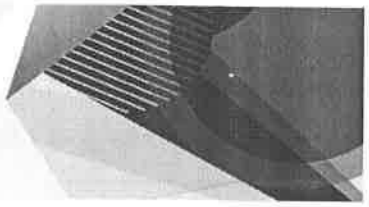
5.2. The Employee acknowledges that he/she agrees to assign all rights, title and interest in any and all proprietary rights, proprietary information and inventions while in employment with the Company applicable from **13/07/2022**.

5.3. The Employee shall, at all times, during or after his/her employment with the Company comply with the terms of the Confidentiality Agreements.

6. DATA PRIVACY AND CONSENT OF THE EMPLOYEE

6.1. The Employee hereby explicitly and unambiguously consents to the collection, use and transfer of personal data of the Employee by and among members of the Company for purposes related to his/her employment. The Company undertakes to protect the data provided by the Employee in accordance with the reasonable security practices and procedures prescribed under the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

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6.2. However, the Employee also understands and accepts that the Company or any associated company may hold, retain, use and periodically transfer certain personal information about the Employee, including, but not limited to, the Employee's name, home address and telephone number, date of birth, salary, nationality, job title, residency status for the purpose of implementation, administration and management of the employment and related purposes which may include but is not limited to employment review/appraisal etc. The Employee hereby grants his/her consent to such processing, retention, usage and transfer of the Employee's personal information by the Company or any associated company.

6.3. The Employee also accepts that the recipients may be located in India or any other country which may have different data privacy laws applicable.

7. RESTRICTIVE COVENANTS

7.1. The Employee shall not engage in any acts or deeds such that association with the Employee would be detrimental to the interests of the Company, tarnish the reputation of the Company or cause the Company to be involved in any legal or ethical controversy.

7.2. In the event that the Employee terminates his/her employment during the Employment Term or the Company terminates his/her employment (a) for reasons other than an event of Material Breach by the Employee or (b) in the event of a Material Breach by the Employee, the Employee shall not (whether as an officer, director, partner, proprietor, investor, shareholder, manager, associate, employee, consultant, representative, adviser, agent or otherwise) and will not permit any of his/her Affiliates to, for his/her own account or jointly with any other Person, directly or indirectly, own, conduct, engage, manage, operate, join, control, finance, invest in, bid for, advise (or advise others with respect to) or otherwise participate in, or be connected with, any business, individual, partnership, firm, corporation (other than the Company), limited liability company, other entity or in any activity that competes with the Business in the Territory, for the remainder for the Employment Term and for a period of twelve (12) months after the effective date of the Employee's termination.

7.3. Further, the Employee shall not for a period of up to twelve (12) months from the date of termination, solicit, interfere with or endeavour to entice away from the Company or any of its Affiliates any Person who, to the Employee's knowledge, is an employee, consultant, client or customer of the Company or its Affiliates or in the habit of dealing with the Company or any of its Affiliates.

7.4. The Company and Employee agree that the duration and geographic scope of this restrictive covenant provision, set forth in this section is reasonable. In the event that any court of competent jurisdiction determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the Company and Employee hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable.

8. TERMINATION AND REMOVAL

8.1. Upon termination of the Employment Term, the obligations of both Parties under this Agreement, except as otherwise provided in the Agreement, shall terminate.

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8.2. In the event that the Employee commits a Material Breach, the Company may, in any or each such instance, immediately upon notice to the Employee, terminate this Agreement and relieve the Employee from his/her duties under this Agreement. In addition to any internal rights that the Company may have against the Employee herein, the Company may take additional steps externally to enforce its rights, as also report a crime that may have occurred, including approaching any Court of competent jurisdiction and any law enforcement authority.

8.3. The Company may, at its sole discretion, terminate this Agreement at any time during the Employment Term by providing sixty (60) days prior notice in writing to the Employee, in the event that the Employee is unable to perform his/her duties hereunder due to a Disability. The termination of this Agreement in accordance with this Clause 8.3 shall not affect the right of the Employee to continue to receive benefits under any Disability insurance plan of the Company covering the Employee which is in effect at the date of termination or any statutory payments.

8.4. It has been agreed between the Parties that at any time during the Employment Term, in the event of any Significant Non-Performance by the Employee, as determined by the Company, at its sole discretion, the Company at its sole option shall be entitled to terminate the employment of the Employee as per Clause 8.6 and appoint a replacement to the Employee or re-assign the responsibilities of the Employee, and the Employee will be bound to comply with the same.

8.5. The Employment Term shall end immediately, without any notice by the Company, upon the death of the Employee, following which his/her estate shall only be entitled to any statutory payments.

8.6. Either the Employee or the Company may terminate this Agreement, by providing sixty (60) days written notice to the other Party, or payment of wages in lieu of such notice period.

8.7. In the event of termination of this Agreement by the Employee for any reason, the Employee shall not be entitled to any further salary or benefits subsequent to the termination.

9. CONSEQUENCE OF TERMINATION

9.1. Upon any termination of this Agreement for any reason in accordance with Clause 9,

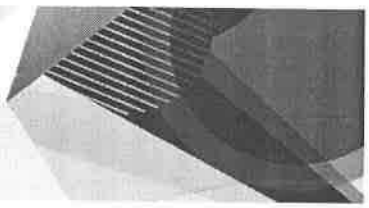
(i) the Employee shall no longer have any right to any benefits (including future payments of CTC) from the date of termination; and

(ii) the Employee shall comply with his/her obligations under the Confidentiality Agreements and immediately surrender or return to the Company (without retaining any copies or extracts thereof) any confidential information, proprietary information, intellectual property and any other property of the Company. The Employee will not remove or transmit by any means from the Company or take with him/her any of the Company's property, including any intellectual property or confidential or proprietary information of the Company that are embodied in any tangible medium of expression.

10. EMPLOYEE'S REPRESENTATIONS

10.1. The Employee hereby represents and warrants to the Company that he/she has the right to enter into this Agreement and the Confidentiality Agreements and to carry out the Employee's duties and responsibilities hereunder without being in breach or default thereof under any employment, confidentiality, non-compete, consultancy or other agreement by which he/she may be bound.

DocuSigned by:
Pratik kadam
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The Employee further confirms that the covenants contained herein are fair and reasonable. The Employee represents and undertakes that he/she has disclosed any interest that he/she may have in the Company through his/her relatives or in any manner whatsoever. Further, the Employee also represents that he/she has not been suspended or debarred from any of his/her previous employments.

11. ASSIGNMENT

11.1. The Employee acknowledges that the services to be rendered by the Employee are unique and personal. Accordingly, the Employee may not assign any of his/her rights or delegate any of his/her duties or obligations under this Agreement.

11.2. The Employee recognizes that the Company may transfer its business or assets, in whole or part, to another entity. This transferor entity could be an Affiliate of the Company or otherwise. In such an event of transfer, the Employee acknowledges the necessity of employees moving with the business or assets, as the case maybe, for the transferor entity to recognize full value of the transfer. The Employee commits to continuing to support the business of the Company, including by transferring his/her employment to such transferee entity.

12. DAMAGES – INJUNCTIVE RELIEF

12.1. Employee acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by Employee and that any such breach would cause the Company irreparable harm. Accordingly, Employee also agrees that, in the event of any breach or threatened breach of this Agreement, the Company shall, in addition to any other remedies at law or in equity it may have, be entitled to equitable relief, including appropriate injunctive relief and specific performance.

13. NOTICES

13.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by an internationally recognised courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

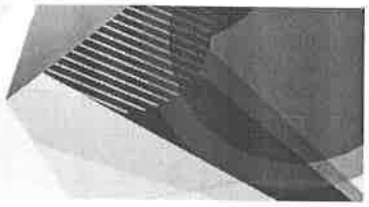
In the case of notices to the Company:

Address: Salarpuria Infinity, 2nd Floor, Front Wing, 5, Bannerghatta Road, Bangalore 560029
Attention: India HR
Telephone: +91 80 6671 1000
Facsimile: IndiaHR@FireEye.com
E-mail: IndiaHR@FireEye.com

In the case of notices to the Employee:

Address: Krishnanagar Railway Police Qrts- 9/3, Chikhali Road, Chinchwad,Pune-411019
Telephone: +919561031596

DocuSigned by:
Pratik Kadam
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E-mail: pratikkadam251999@gmail.com

13.2. All notices shall be deemed to have been validly given (a) in the case of facsimile, upon receipt of a transmission report confirming dispatch, or (b) the Business Day of receipt, if transmitted by courier or registered airmail.

13.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than thirty (30) days prior written notice.

14. COMPLIANCE WITH APPLICABLE LAW

14.1. The Employee agrees to comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to his/her employment by the Company, including but not limited to local laws dealing with fraud, bribery, and corruption.

15. MISCELLANEOUS

15.1. The provisions of this Agreement shall be governed by, and construed in accordance with the laws of India. Each Party agrees that the courts at Bangalore, India shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement.

15.2. No delay in exercising or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of such party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such Party in respect of any other default.

15.3. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral. This Agreement shall not, however, affect the benefits of continuity of employment available to the Employee under law.

15.4. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.5. This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

15.6. No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

15.7. The provisions of Clauses 5, 7, 9 and 10 herein shall survive the termination of this Agreement.

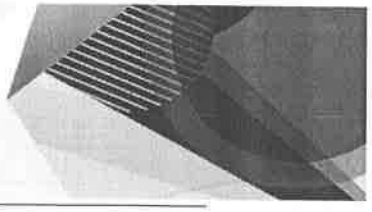
IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

By FireEye Technologies India Private Limited, through its authorized signatory

By the within named Employee

DocuSigned by:
Pratik Kadam
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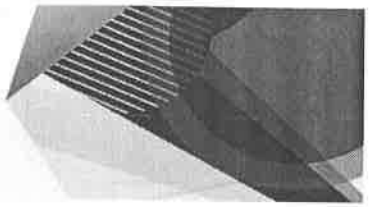
Signature

Bryan Palma
EVP of FireEye Products
Printed Name and Title

Signature

Pratik Kadam
Printed Name

FIREEYE™



ANNEXURE I

SALARY AND BENEFITS

Annual Salary: **INR 1,428,571.00**

FireEye Bonus Plan: **5%**

FireEye India Salary Breakup:

Base Salary	INR 1,428,571.00
Salary Structure:	
Basic Salary	INR 571,428.00
House Rent Allowance (HRA)	INR 228,571.00
Leave Travel Assistance (LTA)	INR 114,286.00
Employer Contribution to Provident Fund	INR 68,571.00
Flexible Allowance	INR 445,714.00
Total Annual Base Salary	**INR 1,428,571.00**
FireEye Bonus Plan	**INR 71,429.00**
Cost to Company	**INR 1,500,000.00**
Gratuity (payable as per the Payment of Gratuity Act)	**INR 27,473.00**

Relocation Bonus: INR 100,000.00

The Company is pleased to offer you a one-time relocation bonus of INR 100,000.00 paid as soon as administratively feasible following your first day of employment with the Company. If your employment with the Company ends before the one-year anniversary of your start date, for any reason, you agree to return the full amount of relocation bonus you received from the Company pursuant to this provision within 30 days of your last day of employment with the Company.

Other benefits like Group Medical, Accidental Death & Death, Life Insurance, Education Assistance, Gratuity, etc., are outside of the Base Salary.

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ANNEXURE II

INVENTION ASSIGNMENT AGREEMENT

In consideration of my employment with **FireEye Technologies India Private Limited**, having its registered office at Salarpuria Infinity, 2nd Floor, Front Wing, 5, Bannerghatta Road, Bangalore 560029 (the "**Company**") and the remuneration now and hereafter paid to me, I, **Pratik Kadam**, being the Son of Sunil Kadam L, presently residing at 9/3 Krishnanagar Railway Police Quarters, Chinchwad, Pune-411019, Maharashtra, India, hereby agree as follows:

1. Assignment of Inventions: I hereby assign to the Company all my right, title and interest in and to any and all inventions (and all proprietary rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the currency of the Agreement while doing work for the Company or any project commissioned by the Company, in perpetuity and on a royalty free basis. Further, I expressly agree that all intellectual properties created by me expressly for the Company shall be a "work for hire" under the laws of any jurisdiction.

2. Enforcement of Proprietary Rights: I will assist the Company in every proper way to obtain and from time to time enforce Indian and foreign proprietary rights relating to the inventions covered by Paragraph 1 in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such proprietary rights to the Company or its designee. My obligation to assist the Company with respect to proprietary rights relating to such inventions in any and all countries shall continue beyond the termination of the Agreement.

   In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

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Pratik Kadam
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3. Obligation to Keep Company Informed: During the period of the Agreement, I will promptly disclose to the Company, fully and in writing and will hold in trust for the sole right and benefit of the Company any and all inventions covered by the provisions of Paragraph 1.

4. Prior Inventions: If, prior to the commencement of the employment, I have, independently or jointly with any other person, whether during the course of my previous employment/s or otherwise, made any inventions or innovations or authored any works or developed any improvement, design, trade secrets, trademarks, copyright or patent which belong to me either singly or jointly with others, for or in connection with or relating to the business of the Company (the "Prior Inventions"), I shall identify the same in a separate document and attach the same to this Agreement. I shall also indicate the ownership of such Prior Inventions and if I am the owner, the terms of license or other right that I have granted to third parties. If no Prior Inventions relating to the business of the Company have been identified and attached to the Agreement, it shall be deemed that there are no such Prior Inventions. I shall ordinarily refrain from using such Prior Inventions in the course of this employment with the Company.

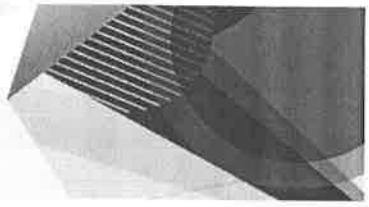
5. Successors and Assigns: This undertaking will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its administrators and other legal representatives and will continue in full force and effect. Neither this undertaking nor any of the rights, interests or obligations hereunder may be assigned by me to any third party.

6. Survival: The provisions of this undertaking shall survive the termination of the Agreement and the assignment of this undertaking by the Company to any successor in interest or other assignee.

7. Waiver: No waiver by the Company of any beach of this undertaking shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this undertaking shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this undertaking.

8. If and whenever required so to do (whether during or after the termination of my employment with the Company) I shall, at the expense of the Company apply or join in or appoint the Company as my agent with full powers for the purposes of applying for patent or other equivalent protection in India or any other part of the world for any intellectual property rights and execute all instruments and do all things necessary for vesting the said registration, or protection (including defence and enforcement of the Company's rights) when obtained, and all right, title and interest to and in the name in the Company (or its nominees) absolutely and as sole beneficial owner or in such other person as the Company may require.

DocuSigned by:
Pratik kadam
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This undertaking shall be effective as of the first day of the Agreement.

I UNDERSTAND THAT THIS UNDERTAKING AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING THE AGREEMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO THE AGREEMENT.

I HAVE READ THIS UNDERTAKING CAREFULLY AND UNDERSTAND ITS TERMS.

DocuSigned by:
Pratik Kadam
9160669039704AB...

Employee Signature

Pratik Kadam
Printed Name

Date 5/2/2022

ACCEPTED AND AGREED BY:

By FireEye Technologies India Private Limited

Signature

Bryan Palma
EVP of FireEye Products
Printed Name and Title

Date

FIREEYE

ANNEXURE III

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (**"Agreement"**) is made and entered into on this **02/05/2022** by and between:

Pratik Kadam, a citizen of India, aged 22, being the Son of Sunil Kadam L, presently residing at 9/3 Krishnanagar Railway Police Quarters, Chinchwad, Pune-411019, Maharashtra, India (hereinafter referred to as the "**Employee**", which expression, unless it be repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors and administrators);

AND

FireEye Technologies India Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Salarpuria Infinity, 2nd Floor, Front Wing, 5, Bannerghatta Road, Bangalore 560029 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns).

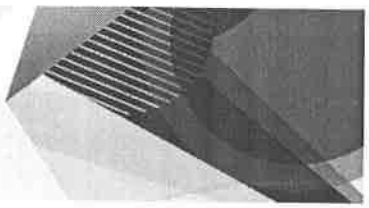
WHEREAS:

1. The Employee has executed an Employment Agreement dated **02/05/2022,** with the Company.
2. The Employee and the Company are executing this Agreement to reduce the terms and conditions in respect of the use of the Confidential Information (as defined hereinafter) disclosed by the Company to the Employee during the course of his/her employment with the Company.

IT IS AGREED:

1. In this Agreement **"Confidential Information"** means the contents of this Agreement, any discussion regarding the nature and performance of the services rendered and/or to be rendered by the Employee and all other information including trade secrets, inventions, mask works, concepts, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, discoveries, developments, designs, techniques and information regarding plans for research, development, new products, strategic plans, marketing and selling, business plans, budget, licenses, price and costs, prospective or current suppliers and customers, financial, business, economic, technical, operational, commercial, employment, management, planning and other information, data, material and expertise of whatever kind whether oral, in writing or in any other form relating to the Company which is either directly or indirectly disclosed to or acquired by the Employee from the Company or its authorised representatives whether on, before or after the date of countersigning this Agreement.
2. The Employee recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Company if the information contained therein is disclosed to any third party. The Employee also recognises and acknowledges that the Confidential Information is and/or will be provided to him/her in reliance upon him/her accepting the terms of this Agreement.

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Pratik Kadam
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3. In consideration of Confidential Information being made available, the Employee hereby undertakes that the Employee will not, without the prior written consent of the Company, disclose any Confidential Information to any third party nor use any Confidential Information for any purpose other than in connection with the performance of his/her services for the Company.

4. The restrictions on use and disclosure of the Confidential Information set out in paragraph 3 above shall apply whether or not the Employee is on the rolls of the Company. However, these restrictions shall not apply to any Confidential Information which:

   a) at the date of its disclosure is public knowledge or which subsequently becomes public knowledge other than by any breach of this Agreement or by any act or failure to act on the part of the Employee;

   b) is already known to the Employee (as evidenced by his/her written records) at the date of countersignature of this Agreement and was not acquired directly or indirectly from the Company;

   c) is required to be disclosed by applicable law or order of a court of competent jurisdiction, government department, agency or supervisory or regulatory authority to whose jurisdiction the Employee is subject, provided that prior to such disclosure the Employee shall consult the Company as to the proposed form, nature and purpose of the disclosure.

5. The Employee further undertakes:

   a) to give notice to the Company of any unauthorised use or disclosure of the Confidential Information;

   b) not to make, permit or solicit any announcement, communication or disclosure concerning the Company, or the services rendered by the Employee, without the prior written consent of the Company;

   c) not to copy or reproduce, in whole or in part, the Confidential Information without the prior written consent of the Company;

   d) forthwith upon request to return within thirty (30) days, all the Confidential Information (including all copies thereof) and destroy all analyses, memoranda or notes derived there from including any other written material relating to, derived from or reflecting the Confidential Information and expunge all Confidential Information from any computer, word processor or other device into which it was copied or programmed, without retaining any copies thereof and upon request of the Company , certify in writing that the Employee has complied with the obligations set forth in this paragraph;

   e) to certify in writing, on written demand, that the Employee has complied with all its obligations under this Agreement; and

   f) not to discuss, initiate or enter into any negotiations, agreement or arrangement in connection with the subject matter of this Agreement, whether oral, in writing or any other form with any person other than the Company.

6. The Employee acknowledges and confirms that notwithstanding the disclosure of any Confidential Information to the Employee, the Company shall retain title and all intellectual property and proprietary rights in the Confidential Information and the Confidential Information shall remain the

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Pratik Kadam
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property of the Company and no right or other license to the Confidential Information is granted or created hereby in favour of the Employee.

7. The Employee further acknowledges and confirms that the obligations contained in this Agreement are in addition to any other obligations which the Employee may have under any statute or otherwise. The Employee agrees and acknowledges that monetary damages would not be an adequate remedy for breach of the provisions contained herein and that the Company shall be entitled to equitable relief, including injunctive relief, specific performance and other equitable relief's, in the event of any threatened or actual breach of the provisions hereof and that no proof of special damages shall be necessary for the enforcement of this Agreement. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement by the Employee, but shall be in addition to and without prejudice to all other remedies available at law or equity.

8. If any term or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent be deemed to be deleted from this Agreement and this Agreement shall be valid and binding as to all the remaining provisions. The parties, however, agree to negotiate in good faith to replace such an invalid provision by a valid provision, the effect of which comes as close as legally possible to that of the invalid provision.

   a) No failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no modification hereof shall be effective, unless in writing and signed by the Company or other authorized person on its behalf.

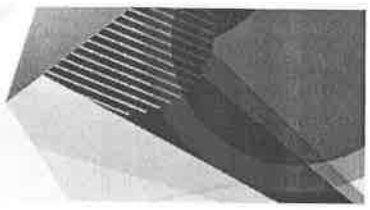
9. This Agreement shall be governed by and shall be construed in accordance with Indian laws. The courts of Bangalore shall have exclusive jurisdiction to settle any dispute that may arise in relation to the interpretation and performance of this Agreement.

10. The Employee hereby agrees to indemnify, defend and hold harmless the Company from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of the Employee's obligations contained herein.

11. The Employee understands that the Confidential Information does not purport to be all inclusive and that no representation or warranty (express or implied) is made on the accuracy, reliability or completeness of any of the Confidential Information or with respect to the infringement of trademarks, patents, copyrights or any third party rights.

12. This Agreement shall be executed in two counterparts, both of which shall be deemed to be the original, but both together shall constitute one and the same instrument.

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Pratik Kadam
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This Agreement shall be effective as of the date it is executed by both the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

By FireEye Technologies India Private Limited, through its authorized signatory	**By the within named Employee**
Signature	DocuSigned by: Pratik Kadam 916066903970 4AB **Signature**
Bryan Palma EVP of FireEye Products **Printed Name and Title**	Pratik Kadam **Printed Name**

truconnect

September 6, 2021

To,
Ramesh Ashok Darade,
Pune

Subject: Offer of Employment with TruConnect

Dear Ramesh,

TruConnect Solutions Pvt. Ltd. (the "Company") is pleased to offer you the position of **Executive - Compliance** on the following terms.

Your anticipated start date will be **September 6th, 2021**. Your fixed gross annual salary (CTC) will be **INR 2,40,000/- (Two lacs forty thousand only) per annum**. A detailed salary structure is shared with you in the attached Annexure. Your remuneration package is strictly confidential between you and the Company.

You will work at our facility located in Pune, India. You will be on probation for a period of 06 (six) months or till such time as you are confirmed in writing.

You are recommended to furnish the list of documents requested by the HR Team within the next 2 days of accepting the offer (refer to the email for the list of documents).

Upon joining and successful completion of joining formalities, you will be issued a detailed Letter of Appointment by TruConnect Solutions Pvt. Ltd. providing the terms and conditions of your employment.

Please provide your acceptance to this letter by September 8th, 2021, if you wish to accept the offer of employment with TruConnect Solutions Pvt. Ltd.

We look forward to having you in our Company!

Yours Sincerely,

TruConnect Solutions Pvt. Ltd. Pune

Jhumpa Basua
Sr. Executive - Human Resources
TruConnect Solutions Pvt. Ltd.

Agreed and Accepted:
Ramesh Darade
Darade

Date: 06/10/2021

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truconnect

September 6, 2021

Salary Structure

Candidate Name: Ramesh Ashok Darade
Designation: Executive – Compliance

Annual CTC			**240,000**
Monthly Payable			20,000
Monthly Gross			18,200
Salary Heads			
Basic	Taxable	at 40% of CTC	12,568
HRA*	Tax-free against bills	at 40% of Basic	5,027
Personal Pay	Taxable	balancing figure	605
Monthly Salary (Gross)			18,200
Paid Annually or in Vouchers			
Sodexo Gift Vouchers	Tax-free	paid monthly- max Rs 2.2k	
Provident Fund-Employer contribution	Tax-free	at 12% of Min Basic	1,800
Deductions from Gross Monthly Salary			
Professional Tax		fixed	200
Provident Fund-Employee contribution		at 12% of Min Basic	1,800
TDS*			
Net Salary			16,200

*Note: Income Tax / TDS will depend on the investment plan of the employee and the bills he/she will submit for the allowances.

For TruConnect Solutions Pvt. Ltd.

TruConnect Solutions Pvt. Ltd. Pune

Jhumpa Barua
Sr. Executive - Human Resources

Agreed and Accepted:

Ramesh Darade

Darade

Date: 06/10/2021

TruConnect Solutions Private Limited,
CIN - U72900PN2015PTC156905
Office No. 2A+2B, 2nd Floor, B3 Building, Cerebrum IT Park, Kalyani Nagar,
Pune – 411014, Ph. No (+91) 7410094757

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