

24<sup>th</sup> January 2022

**Payal Ganesh Pagariya**  
**Pune**

**E-mail ID – payalpagariya04@gmail.com**

Offer Letter

Dear **Payal Ganesh Pagariya**,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

- |                            |       |  |                 |       |                   |                 |       |                  |                         |       |                   |
|----------------------------|-------|--|-----------------|-------|-------------------|-----------------|-------|------------------|-------------------------|-------|-------------------|
| 1. Designation             | :     | <b>IT Trainee / InP - IT Trainee</b>   |                 |       |                   |                 |       |                  |                         |       |                   |
| 2. Company:                | :     | FIS Solutions (India) Private Limited  |                 |       |                   |                 |       |                  |                         |       |                   |
| 3. Place of Posting        | :     | Upper Ground Floor to 7th Floor,<br>Westend Center One, Survey No. 169/1,<br>Sector II, Aundh, Pune 411007, INDIA.   |                 |       |                   |                 |       |                  |                         |       |                   |
| 4. Date of Joining         | :     | <b>27<sup>th</sup> June 2022</b>   |                 |       |                   |                 |       |                  |                         |       |                   |
| 5. Compensation & Benefits | :     | <table border="0"> <tr> <td>Annual Base Pay</td> <td>: Rs.</td> <td><b>765,000</b> /-</td> </tr> <tr> <td>Performance Pay</td> <td>: Rs.</td> <td><b>57,375</b> /-</td> </tr> <tr> <td>Total Compensation (TC)</td> <td>: Rs.</td> <td><b>822,375</b> /-</td> </tr> </table> | Annual Base Pay | : Rs. | <b>765,000</b> /- | Performance Pay | : Rs. | <b>57,375</b> /- | Total Compensation (TC) | : Rs. | <b>822,375</b> /- |
| Annual Base Pay            | : Rs. | <b>765,000</b> /-  |                 |       |                   |                 |       |                  |                         |       |                   |
| Performance Pay            | : Rs. | <b>57,375</b> /-   |                 |       |                   |                 |       |                  |                         |       |                   |
| Total Compensation (TC)    | : Rs. | <b>822,375</b> /-  |                 |       |                   |                 |       |                  |                         |       |                   |

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 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.

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:** Payal Ganesh Pagariya **w.e.f.** 27-Jun-22

**FIXED PAY**

<b>Particulars</b>	<b>Amount (PM)</b>	<b>Amount (PA)</b>
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
<b>BASE PAY (FIXED PAY)</b>	<b>63,750</b>	<b>765,000</b>
Performance Bonus*		57,375
<b>TOTAL COMPENSATION (TC)</b>		<b>822,375</b>

**ANNUAL BENEFITS**

<b>Benefit Particulars</b>	<b>Amount (PA)</b>
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
<b>COST TO COMPANY (CTC)</b>	<b>864,922</b>

\* 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 **Payal Ganesh Pagariya**, 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: **Payal Ganesh Pagariya**

Signature:



Date: 25/01/2022

24<sup>th</sup> January 2022

**Rupali Shivpure**  
Pune

**E-mail ID – rupashivpure@gmail.com**

Offer Letter

Dear **Rupali Shivpure**,

We are pleased to make you an offer of employment with us and this letter sets forth the terms of employment:

- |                            |   |  |
|----------------------------|---|--|
| 1. Designation             | : | <b>IT Trainee / InP - IT Trainee</b>   |
| 2. Company:                | : | FIS Solutions (India) Private Limited  |
| 3. Place of Posting        | : | Upper Ground Floor to 7th Floor,<br>Westend Center One, Survey No. 169/1,<br>Sector II, Aundh, Pune 411007, INDIA                    |
| 4. Date of Joining         | : | <b>27<sup>th</sup> June 2022</b>   |
| 5. Compensation & Benefits | : | Annual Base Pay : Rs. <b>765,000</b> /-<br>Performance Pay : Rs. <b>57,375</b> /-<br>Total Compensation (TC) : Rs. <b>822,375</b> /- |

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 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.

FIS

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:** Rupali Shivpure **w.e.f.** 27-Jun-22

**FIXED PAY**

<b>Particulars</b>	<b>Amount (PM)</b>	<b>Amount (PA)</b>
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
<b>BASE PAY (FIXED PAY)</b>	<b>63,750</b>	<b>765,000</b>
Performance Bonus*		57,375
<b>TOTAL COMPENSATION (TC)</b>		<b>822,375</b>

**ANNUAL BENEFITS**

<b>Benefit Particulars</b>	<b>Amount (PA)</b>
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
<b>COST TO COMPANY (CTC)</b>	<b>864,922</b>

\* 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 **Rupali Shivpure**, 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: **Rupali Shivpure**

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

Date:





**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218072481/Pune**  
**Date: 02/11/2021**

Mr. Siddhant Mahesh Dharmatti  
E3/12, Prem Park Society Masulkar Colony,  
Near Union Bank , Ajmera,  
Pune-411018,  
Maharashtra.  
Tel# -

Dear Siddhant Mahesh Dharmatti,

**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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**TCSL/DT20218072481**

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**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com

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

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



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.



#### **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.



## 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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TCSL/DT20218072481

**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com

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

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



### **Loans**

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

### **Professional Memberships**

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

### **RETIRALS**

#### **Provident Fund**

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

#### **Gratuity**

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

### **TERMS AND CONDITIONS**

#### **1. Aggregate Percentage Requirements**

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

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

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

#### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a



comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are 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



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



#### **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.





## 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 Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)



- \*Passport
- \*NSR E-Card

## 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



aspirations.

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

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

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

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

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



### Withdrawal of Offer

If you fail to accept the offer from TCSL within 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

TCS Confidential  
TCSL/DT20218072481

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**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: [www.tcs.com](http://www.tcs.com)

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

TCS Careers Service Line: 1800 200 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Siddhant Mahesh Dharmatti</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

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

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

\*\*\* 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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>



## Annexure 2

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



## 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.



## 2. Associate's Obligations

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

## 3. Intellectual Property Rights

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





#### **4. Prior knowledge**

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

#### **5. Use of third party material**

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

#### **6. Security policies and Guidelines.**

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

#### **7. Working in SBWS Framework:**

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

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

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

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



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

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

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

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

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

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

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

#### **9. No License**

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



## 10. Equitable Rights

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

## 11. General

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

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

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

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



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

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



20-Apr-2022

Dear Sumit Ratilal Jain,  
B.E., Computer Science  
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20991087

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 Cognizant:

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:**

## Compensation and Benefits

Name: Sumit Jain

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
<b>Annual Gross Compensation</b>			<b>935,508</b>
Incentive Indication (per annum)**			45,000
<b>Annual Total Compensation</b>			<b>980,508</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>1,000,008</b>

**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.



## 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

Sumit Jain, 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**

**Sumit Ratilal Jain**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Date: \_\_\_\_\_



24<sup>th</sup> January 2022

**Payal Ganesh Pagariya**  
**Pune**

**E-mail ID – payalpagariya04@gmail.com**

Offer Letter

Dear **Payal Ganesh Pagariya**,

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 : **27<sup>th</sup> June 2022**
5. Compensation & Benefits :

Annual Base Pay	: Rs.	<b>765,000 /-</b>
Performance Pay	: Rs.	<b>57,375 /-</b>
Total Compensation (TC)	: Rs.	<b>822,375 /-</b>

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 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.

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:** Payal Ganesh Pagariya **w.e.f.** 27-Jun-22

**FIXED PAY**

<b>Particulars</b>	<b>Amount (PM)</b>	<b>Amount (PA)</b>
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
<b>BASE PAY (FIXED PAY)</b>	<b>63,750</b>	<b>765,000</b>

Performance Bonus*		57,375
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<b>TOTAL COMPENSATION (TC)</b>		<b>822,375</b>
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**ANNUAL BENEFITS**

<b>Benefit Particulars</b>	<b>Amount (PA)</b>
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145

<b>COST TO COMPANY (CTC)</b>		<b>864,922</b>
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\* 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 **Payal Ganesh Pagariya**, 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: **Payal Ganesh Pagariya**

Signature:



Date: 25/01/2022

24<sup>th</sup> January 2022

**Rupali Shivpure**  
**Pune**

**E-mail ID – rupashivpure@gmail.com**

Offer Letter

Dear **Rupali Shivpure**,

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 : **27<sup>th</sup> June 2022**
5. Compensation & Benefits :

Annual Base Pay	: Rs.	<b>765,000</b> /-
Performance Pay	: Rs.	<b>57,375</b> /-
Total Compensation (TC)	: Rs.	<b>822,375</b> /-

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 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.

FIS

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:** Rupali Shivpure **w.e.f.** 27-Jun-22

**FIXED PAY**

<b>Particulars</b>	<b>Amount (PM)</b>	<b>Amount (PA)</b>
Basic Salary	31,880	382,560
House Rent Allowance	15,940	191,280
Flexi Benefit Plan <sup>^</sup>	12,104	145,248
Employer's contribution to Provident Fund	3,826	45,912
<b>BASE PAY (FIXED PAY)</b>	<b>63,750</b>	<b>765,000</b>
Performance Bonus*		57,375
<b>TOTAL COMPENSATION (TC)</b>		<b>822,375</b>

**ANNUAL BENEFITS**

<b>Benefit Particulars</b>	<b>Amount (PA)</b>
Gratuity (As per payment of Gratuity Act)	18,402
Premium paid by the employer for Group Health Medical Insurance**	24,145
<b>COST TO COMPANY (CTC)</b>	<b>864,922</b>

\* 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.

<sup>^</sup> 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 **Rupali Shivpure**, 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: **Rupali Shivpure**

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

Date:



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218072481/Pune**  
**Date: 02/11/2021**

Mr. Siddhant Mahesh Dharmatti  
E3/12, Prem Park Society Masulkar Colony,  
Near Union Bank , Ajmera,  
Pune-411018,  
Maharashtra.  
Tel# -

Dear Siddhant Mahesh Dharmatti,

**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

**TCS Confidential**  
**TCSL/DT20218072481**

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**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

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

Tel: 91 20 6608 7277 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



#### **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.



### **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/voke 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





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



## 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 Sri Lankan 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)



aspirations.

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

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

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

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

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



**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Siddhant Mahesh Dharmatti</b>
<b>Designation</b>	<b>Systems Engineer</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
<b>2) Performance Pay</b>		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
<b>3) City Allowance</b>	400	4,800
<b>4) Annual Components/Retirals</b>		
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
<b>TOTAL GROSS</b>	<b>51,844</b>	<b>7,00,022</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

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

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

\*\*\* 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)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
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
<b>GROSS BOUQUET OF BENEFITS</b>	<b>26,522</b>	<b>3,18,264</b>



## 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.



#### **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.



## 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.



20-Apr-2022

Dear Sumit Ratilal Jain,  
B.E., Computer Science  
International Institute of Information Technology (I Square IT), Pune

Candidate ID – 20991087

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 focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (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 Cognizant:

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:**

## Compensation and Benefits

Name: Sumit Jain

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
	<b>Annual Gross Compensation</b>		<b>935,508</b>
	Incentive Indication (per annum)**		45,000
	<b>Annual Total Compensation</b>		<b>980,508</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>1,000,008</b>

**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.

## 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

Sumit Jain, 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**

**Sumit Ratilal Jain**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Date: \_\_\_\_\_