

April 27, 2022

**To:**

Sudha Shankar Naik  
Mastikatte Gudihittal,  
Shirali, Bhatkal (TQ),  
Uttara Kannada, Karnataka 581354

Dear Sudha,

Sub: Offer Letter

We are pleased to offer you the position of **UX Engineer Trainee** at 7EDGE Private Limited (“7EDGE”).

Here at 7EDGE, we are committed to both your personal and professional growth. You will, until revised later in writing at 7EDGE’s sole and absolute discretion, receive a compensation of Rupees Two Lakh Forty Thousand Only (INR 2,40,000/-) per year as your cost to company (“**CTC**”).

If you choose to accept this offer, your effective date of employment with 7EDGE shall be from August 08, 2022 and your place of employment shall be **Mangalore**. Additionally, on acceptance of this offer, you will be required to furnish copies of the following documents of qualification along with a signed copy of this letter, no later than April 29, 2022:

1. PAN and Aadhaar Copy;
2. Educational Certificates; and
3. 2 Passport size photographs.

Please be informed that in the event that signed copy of the offer letter along with the requisite documents are not received by April 29, 2022, the offer shall be deemed to be rejected.

Please note that the terms of this offer are strictly confidential and the same shall not be disclosed to any third party under any circumstances without the prior approval of 7EDGE.

We believe this offer represents the beginning of an exciting and satisfying career at 7EDGE. As a member of 7EDGE, we look forward to a long and mutually fruitful professional relationship with you and wish you all the very best.

Yours sincerely,

**For 7EDGE Private Limited**

*Ashu Kajekar*

Ashu Kajekar (Apr 27, 2022 18:49 GMT+5.5)  
[Authorized Signatory]

Acknowledgement

I acknowledge the receipt of this letter and confirm my acceptance of the terms and conditions contained herein.

Sudha

Sudha Shankar Naik (Apr 28, 2022 09:54 GMT+5.5)

Sudha Shankar Naik

Date:

04/28/2022

**Ref No: HTL/May22/Delivery-PES/95609**

**May 9, 2022**

**Mr. Shashidhar Sanjeev**  
Kunjanakatte, Korgi,  
Kundapura,  
Udupi Karnataka - 576231

Dear **Shashidhar**,

We refer to your candidature and to our discussions. We are pleased to offer you an appointment in our organization. **Welcome onboard as a Hitechian!**

Your designation will be **Graduate Engineer Trainee**. Your base location will be **Pune** unless notified otherwise.

On joining, you are required to sign an undertaking of 2 years' service at Hinduja Tech

The details of the Compensation package offered to you are given in Annexure – A.

Your employment will be governed by terms and conditions (Annexure – B) and you will have to sign a Non-Compete, Non-Solicit & Non-Disclosure Agreement (Annexure-C).

The documentation necessary at the time of your joining is listed in Annexure – D.

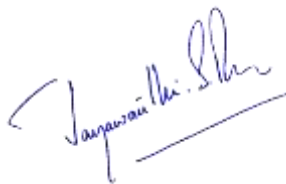
We look forward to having you on-board on or before **“August 01, 2022”**

Please convey your acceptance of this offer within 3 days of receiving this offer. This offer will stand automatically withdrawn if we do not hear from you within those 3 days or your failure to report for joining on **“August 01, 2022”** as the case may be.

We welcome you to Hinduja Tech Limited and looking forward to a long and mutually beneficial association.

**PS: By your acceptance of this letter, you acknowledge and abide by the terms including the commitments that have been discussed and agreed with you (either written or orally) during the selection process.**

For **Hinduja Tech Limited.**,



Jayawanthi Shankar Rao  
**General Manager - HR**

## Annexure – A

Name : Shashidhar Sanjeev	Title : Graduate Engineer Trainee Band : A Sub-band : AT2
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### Compensation Structure

#### Part - I

(All figures in Indian Rupees)

A. Fixed Compensation	Per Month	Per Annum	Remarks
Basic salary	16,100	1,93,200	54% of (A)
HRA	8,050	96,600	50% of Basic
Flexi Benefit Plan	2,245	26,946	
Bonus	1,341	16,094	
PF Employer Contribution *	1,932	23,184	
ESI (If Applicable)	-	-	
<b>Total (A) Fixed</b>	<b>29,669</b>	<b>3,56,024</b>	
<b>B. Total Variable Compensation</b>		42,723	
<b>Total (B) Variable Compensation/Bonus</b>	<b>3,560</b>	<b>42,723</b>	
<b>C. Other Benefits</b>			
Gratuity**		9,288	
Medical Insurance***		16,965	
<b>Total (C)</b>		<b>26,253</b>	
<b>CTC (A+B+C) (Fixed Pay + Variable Pay + Other Benefits)</b>		<b>4,25,000</b>	

**\*Flexible Benefit Plan will cover following heads:**

- a. Conveyance Allowance
- b. Leave Travel Allowance
- c. Sodexo Coupons
- d. Special Allowance

**\*\*PF is deducted at 12% of basic or INR 1800, whichever is higher.**

**\*\*\*Variable pay will be applicable as per company variable policy.**

# Gratuity as per the provisions of Payment of Gratuity Act.

## Group Medical Insurance & Group Life Insurance as per company policy.

## Part- II

### Variable Compensation Details

Variable Pay will be as per the compensation structure mentioned in the Annexure A. It aims at assessing and reviewing performance against stated goals and objectives. It will be paid as per guidelines and as per the company's published variable pay policy.

As per Company Policy, full time employees are eligible for this payment from the date of joining. The payment will be effective, subject to a minimum of one month's service in a quarter.

For **Hinduja Tech Limited.**,



Jayawanthi Shankar Rao  
**General Manager - HR**

**I agree & accept the above terms**

**(SHASHIDHAR SANJEEV)**

## **Annexure –B**

The following terms are essential conditions of the Contract of Employment and binding upon the employee.

### **Assignments / Transfers / Deputation**

Though you have been engaged for a specific position, the Company reserves the right to send you on training / deputation / secondment / transfer / assignments to sister companies, associate companies, client locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned / seconded / deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

You shall provide details regarding the utilization of your time by entering the same into the prescribed data recorders or Time Sheets (TS) on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to our TS.

### **Termination of Employment**

Post confirmation of your appointment either party can terminate this employment by serving a notice of 90 days on the other. However, if approved by the Company, an employee may surrender leave to his / her credit or pay salary (Basic) in lieu of Notice period. Similarly, the Company may pay salary (Basic) in lieu of Notice period, if required.

In case of employees who are governed by service agreements for serving a minimum stipulated period, the employee can exercise option under the above clause only on their completion of the stipulated service period agreed to and provided therein.

Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case, your employment shall automatically come to an end without any notice of termination.

You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

Reference check will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation and concealment of the facts.

### **Authenticity of Facts**

It must be specifically understood that this offer is made based on your proficiency on Technical / Professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or Overseas. In case, at a later date, any of your statements / particulars furnished

are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

### **Restraints**

#### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

#### **Authorizations**

Only those authorized by a specific power or attorney, may sign legal documents representing the Company.

#### **Unauthorized Software**

You shall not install, download, copy, duplicate any unauthorized or unlicensed software, programs, games, attachments on to your Computer Systems.

#### **Security**

You will at all times conform to the Security regulations prescribed at your place of work (including worksite at clients' location) for security of personnel, data security, and assets.

#### **Overseas Service Agreement**

As the Company will be spending substantial amount of time and money for your deputation / secondment abroad, you will be required to sign a deputation agreement with the Company and also execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (a) your commitment to complete the project (b) your returning to India after completion of the project and serving the Company for a stipulated period).

#### **Intellectual Property Rights**

All intellectual property right Techs, including but not limited to, Patents, Copy right, Designs, Trademarks and Semiconductor chips developed by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be work made for hire. You shall execute / sign such documents for the purpose of assigning such intellectual property, as and when required by the Company.

The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

### **Jurisdiction**

Even though the Company may depute you Overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Chennai only.

### **Retirement**

You shall automatically retire from the services of the Company at the age of 58 years and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

### **Antecedent verification**

This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through us to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend co-operation (if asked for) during such verification without any protest or demur. **If there is a discrepancy in any of the information submitted by you (which formed the basis for this offer) or in the copies of the documents / certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer at any time during service.**

### **General**

The above terms and conditions are based on Company Policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all service matters, including those not specifically covered here such as Travel, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time. The employer will not be liable for any of the incidents occurring due to employee's personal acts.

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This is to certify that I have gone through and understood all the terms and conditions as stated in Annexure B and other applicable Annexures which are integral part of this Offer Letter and I hereby accept and agree to abide by the same.

**Name in full: Shashidhar Sanjeev**

**Signature:**

**Address:** Kunjanakatte, Korgi, Kundapura, Udupi Karnataka - 576231

**Date:**



## Annexure C

### Non-Compete, Non-Solicit & Non-Disclosure Agreement

This Employee Non-Compete & Non-Disclosure Agreement (the Agreement) is made effective as of \_\_\_\_\_ by and between Hinduja Tech Limited, incorporated under the laws of India, having its office at Gateway Office Parks, A6 Tower - 8th floor. No. 16, Grand Southern Trunk Road, Chennai Tamil Nadu-600063 India (hereinafter referred to as the Employer)

And

**Mr. Shashidhar Sanjeev S/O/D/O Mr. \_\_\_\_\_**, aged about \_\_\_\_ years and residing at **Kunjanakatte, Korgi, Kundapura, Udipi Karnataka - 576231** (hereinafter referred to as the Employee)

The Employer and Employee collectively referred to as the Parties.

NOW THE AGREEMENT WITNESSETH AND THE PARTIES HERETO ADHERE AS FOLLOWS:

#### **1. Equitable Release**

- a. The Employee acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Hinduja Tech Limited (Hinduja Tech), that Hinduja Tech would not have entered into this employment relationship in the absence of such restrictions, and that any violation of any provision of this Agreement will result in irreparable injury to Hinduja Tech.
- b. The Employee agrees that Hinduja Tech shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Agreement, which rights shall be in addition to any other right or remedies to which Hinduja Tech may be entitled. In the event that any of the provisions of this Agreement should be adjudicated to exceed the time, geographic, product or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or other limitations permitted by applicable law.
- c. **Conflicting Employment:** The employee agrees that during the time of his employment with the Employer, he/she will not accept nor will he/she engage in employment, consulting or other business activities directly relating to the business of the Employer.
- d. During the term of the Employee's employment with Hinduja Tech, and for a period of one (1) year thereafter, the Employee agrees that he will not:
  - i. Directly or indirectly, own, engage, participate, or be employed in any capacity related or similar to, or requiring knowledge of Confidential Information obtained from, Employee's employment with Hinduja Tech;
  - ii. Solicit HINDUJA TECH LTD's customers or divert to any Competing Business any individual or entity which is a customer of Hinduja Tech or was a customer at any time during the preceding 12 months; or
  - iii. Employee will not induce, recruit or solicit any of the Employer's current or employees who have resigned in past 12 months or enter into another employment agreement with a competitor to the Employer.
  - iv. Work directly or indirectly either as an employee or as a consultant or through any vendor or in any other way for hire or reward with customer of HINDUJA TECH LTD without an explicit approval from HINDUJA TECH LTD conveyed by means of a "No Objection" letter addressed to HINDUJA TECH LTD's customer.
- e. The term "Competing Business" as used in this Agreement shall mean any business or enterprise which develops, designs or engaged in engineering design services (including any other related software

- services), markets or sells products or services which are competitive with or similar to products developed, manufactured, marketed or sold by Hinduja Tech, or provides services which are competitive with or similar to services provided by Hinduja Tech, in any geographic market in which Hinduja Tech actually develops, manufactures, markets or sells competitive or similar products or services, including, in each case, any product or service Hinduja Tech has under development and which is the subject of active planning at any time during the term of the Employee's employment.
- f. Provisions of this section shall not prevent the Employee from acquiring or holding publicly-traded stock or other publicly-traded securities of a business.
- g. For purposes of this Agreement engaging in any business substantially similar to, or in competition with the business of Employer shall mean (i) engaging in a business as an owner, partner or agent (ii) taking employment with a third party engaged in such business either as an employee, contractor or consultant or (iii) soliciting customers for the benefit of third party engaged in such business.

## **2. Records of Inventions.**

The Employee will keep complete and current records of all Inventions which he makes during the time period during which he is employed with Hinduja Tech, and promptly disclose all such Inventions, in writing, to Hinduja Tech. The Employee will submit any such disclosures to the extent Hinduja Tech may request.

## **3. Inventions**

- a. All inventions, discoveries, improvements, innovations, and trade secrets (hereinafter collectively referred to as "Inventions"), which are or have been made, conceived, developed or reduced to practice by the Employee, individually or jointly with others, during the period of the Employee's employment with Hinduja Tech, and within one (1) year thereafter, and which relate to, result from, or arise in any way out of any work done for Hinduja Tech, or any information or assistance provided in any way by Hinduja Tech, are and shall forthwith become the sole and exclusive property of Hinduja Tech, whether or not patented or patentable.
- b. The Employee hereby agrees and assigns any and all rights or interest he may have or acquire in the Inventions as well as rights or benefits resulting therefrom to Hinduja Tech without further compensation. The Employee further agrees to sign, execute, make or do any and all such deeds or other things which Hinduja Tech shall require:
- (i). To apply for, obtain or vest in the name of Hinduja Tech (unless Hinduja Tech shall direct otherwise) letters, patents, copyrights or other analogous protection, and
- (ii). To defend any opposition proceedings in respect to such protection.

## **4. Pre-employment Inventions.**

The Employee will completely identify (without disclosing any trade secret or other confidential information) every Invention made before his employment with Hinduja Tech, in which he has an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time of this Agreement.

## **5. Disclosure of Inventions after Termination.**

The Employee will promptly and completely disclose in writing to Hinduja Tech Legal Department all Inventions which he may make during his employment with Hinduja Tech, and for a period of one (1) year immediately following the end of his employment by Hinduja Tech, which relate to his prior work assignment at Hinduja Tech or to any Confidential Information of Hinduja Tech, for the purpose of determining Hinduja Tech right in each such Invention. The Employee will not file any patent application relating to any such Invention during this period without the prior written consent of Hinduja Tech Legal Department. The Employee acknowledges that, if he is unable to prove that he made the Invention entirely after leaving Hinduja Tech employment, the Invention is presumed to have been made during the period of time during which he was employed with Hinduja Tech. The Employee acknowledges that the conditions of this paragraph are no

greater than is necessary for protecting Hinduja Tech interests in its Confidential Information to which it is rightfully entitled.

**6. Confidential Information from Previous Employment.**

The Employee certifies that he has not, and will not disclose or use during his employment with Hinduja Tech, any Confidential Information which he has acquired as a result of any previous employment or any contractual obligation of confidentiality before his employment by Hinduja Tech.

**7. Prior Restrictive Obligations.**

The Employee will completely identify all prior obligations (written and/or oral) such as confidentiality agreements or covenants restricting future employment, which the Employee may have entered into and which may restrict his ability to perform the duties of his employment with Hinduja Tech. The employee hereby confirms that he will abide by such restrictive obligations of any such agreement or covenants for such period as agreed with the previous employer.

**8. Notice to Future Employers.**

For a period of one (1) year immediately following the end of Employee's employment with Hinduja Tech, the Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide the employer with a copy of this Agreement.

**9. Conflicts of Interest.**

The Employee certifies that, during the term of his employment with Hinduja Tech, he will not engage in outside employment or other activities which could give rise to a conflict or interest diminish the effectiveness of his performance or reflect adversely on Hinduja Tech. This specifically includes, without limitation:

- (i). Outside employment including self-employment, which may interfere with the performance of his duties as a Hinduja Tech employee.
- (ii). Other employment or activities in the course of which the Employee would use, or might be tempted or induced to use, Hinduja Tech property or information in other than Hinduja Tech own interest.
- (iii). Simultaneous alternate employment in a line of business that is in conflict or competition, in whole or in part, with Hinduja Tech line of business.
- (iv). Engaging in any outside activity which is a violation of the Hinduja Tech Business Conduct Policy, and might reflect adversely upon Hinduja Tech.
- (v). Requests from customers or potential customers for services outside the usual scope of the Employee's employment; for example, the appraisal of used equipment. Such requests will be honored only upon written approval, in advance, by Hinduja Tech.
- (vi). Accepting any remuneration or accepting entertainment or gifts of more than nominal value from a supplier, customer or competitor.

**10. Third Party Beneficiaries and Assignment of Rights.**

The Employee agrees that the obligations recited herein will automatically extend to Hinduja Tech successors and assigns. The obligations also extend to any subsidiary, affiliate or parent of Hinduja Tech whose confidential and/or proprietary information the Employee may have or may have had access to during his employment with Hinduja Tech.

### **11. Not a Contract of Employment.**

The Employee understands that this Agreement does not constitute or create a contract or commitment for the employment of the Employee with Hinduja Tech for any fixed term. The Employee acknowledges that his employment with Hinduja Tech may be terminated by either Hinduja Tech or by the Employee at any time for any reason or no reason and with or without cause, except as may otherwise be required by law.

### **12. Confidential Information.**

Employee acknowledges that, by reason of Employee's employment by Hinduja Tech, the Employee will have access to confidential information of Hinduja Tech, including, without limitation, information and knowledge pertaining to products, inventions, discoveries, improvements, innovations, engineering designs, software, ideas, trade secrets, proprietary information, manufacturing, plant and process design, packaging, advertising, distribution and sales methods and plans, sales and profit figures, and customer and client lists between Hinduja Tech and dealers, distributors, sales representatives, wholesalers, customers, clients, suppliers and others who have business dealings with them (hereinafter collectively referred to as "Confidential Information"). The Employee acknowledges that such Confidential Information is a valuable and unique asset of Hinduja Tech and covenants that, both during and after his employment with Hinduja Tech, he will not disclose any Confidential Information to any person (except as the Employee's duties may require) without the prior written authorization of Hinduja Tech. The obligation of confidentiality imposed by this Agreement shall not apply to information that becomes generally known to the public through no act of the Employee in breach of this Agreement.

The Employee acknowledges that all documents, files and other materials received from Hinduja Tech or any employee of Hinduja Tech during the term of his employment (with the exception of documents relating to the Employee's compensation or benefits to which the Employee is entitled) are for use of the Employee solely in discharging his duties and responsibilities hereunder and that the Employee has no claim or right to the continued use or possession of such documents, files or other materials following termination of the Employee's employment with Hinduja Tech. The Employee agrees that, upon termination of employment, he will not retain any such documents, files or other materials and will promptly return to Hinduja Tech any documents, files or other materials in his possession or custody.

### **13. Binding Effect**

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

### **14. Miscellaneous**

If a court of competent jurisdiction determines that any portion of this Agreement is illegal, invalid or unenforceable, then that portion shall not affect the legality, validity or enforceability of the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.

This Agreement binds the Employee's heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Hinduja Tech and its successors and assigns.

### **15. Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provisions of this Agreement.

## **16. Severability**

In any part and parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **17. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Employee and Employer. All changes in policy will be communicated by the company from time to time which needs to be abided by the employee.


## **18. Governing Law**

This Agreement shall be governed by and construed / enforced in accordance with the laws of India and the Parties subject themselves only to the jurisdiction of courts in Chennai, Tamil Nadu, and India.

I HEREBY REPRESENT AND WARRANT that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the terms of the foregoing Agreement, I have been given an opportunity to ask questions concerning its content, and have been given the opportunity to discuss its content with my counsel prior to its execution.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

For **Hinduja Tech Limited.**,



Jayawanthi Shankar Rao  
**General Manager - HR**

Employee

Witness: (1)

(2)

## Annexure – D

At the time of joining, you are requested to bring the following documents in original, along with one copy each.

- Certificates supporting your educational qualifications along with mark sheets :
  - Std X Certificate and mark sheet
  - Std XII Certificate and mark sheet
  - Degree Certificate and Semester-wise / Year-wise mark sheets
  - Master's Degree Certificate and Semester-wise / Year-wise mark sheets
  - Diploma /PG Diploma Certificate and Transcripts
  - Any other Certificates with supporting documents, if any
- Your latest salary slip / Salary Certificate
- Your relieving letter / Service Certificate from the last three employers
- Acknowledged copy of our offer of appointment
- Cancelled cheque leaf of your Bank account
- Form 16 or Taxable Income Statement duly certified by the previous employer (statement showing deductions and Taxable Income with break-up)
- 4 passport sized colour photographs with white background
- Valid pages of the Passport
- Valid government ID proof for your current / permanent address.
- Adhar Card
- PAN Card - You must carry and provide your PAN card copy. Please note that it is mandatory to provide PAN Card (as submitted by the Income Tax Department) for processing of your Payroll. No payment on account of Salary will be made without this.

Please bring all the Certificates supporting your educational qualifications along with mark sheets in original for verification only.

Ref No: HTL/May22/Delivery-PES/95625

May 11, 2022

**Mr. Srinidhi Dixit Y**  
142, Veena Street, Fort,  
Harihar 577601 Davangere,  
Karnataka

Dear **Srinidhi**,

We refer to your candidature and to our discussions. We are pleased to offer you an appointment in our organization. **Welcome onboard as a Hitechian!**

Your designation will be **Graduate Engineer Trainee**. Your base location will be **Pune** unless notified otherwise.

On joining, you are required to sign an undertaking of 2 years' service at Hinduja Tech

The details of the Compensation package offered to you are given in Annexure – A.

Your employment will be governed by terms and conditions (Annexure – B) and you will have to sign a Non-Compete, Non-Solicit & Non-Disclosure Agreement (Annexure-C).

The documentation necessary at the time of your joining is listed in Annexure – D.

We look forward to having you on-board on or before **“August 01, 2022”**

Please convey your acceptance of this offer within 3 days of receiving this offer. This offer will stand automatically withdrawn if we do not hear from you within those 3 days or your failure to report for joining on **“August 01, 2022”** as the case may be.

We welcome you to Hinduja Tech Limited and looking forward to a long and mutually beneficial association.

**PS: By your acceptance of this letter, you acknowledge and abide by the terms including the commitments that have been discussed and agreed with you (either written or orally) during the selection process.**

For **Hinduja Tech Limited.**,



Jayawanthi Shankar Rao  
**General Manager - HR**

Ref No: HTL/May22/Delivery-DTS/95668

May 16, 2022

**Mr. KUSHAL GURUNATH GADAG**

Flat No : 407, "Swastik Enclave",  
Behind Sharon Hotel, Shastri Circle,  
Kundapura – 576 201

Dear **KUSHAL GURUNATH**,

We refer to your candidature and to our discussions. We are pleased to offer you an appointment in our organization. **Welcome onboard as a Hitechian!**

Your designation will be **Graduate Engineer Trainee**. Your base location will be **Chennai** unless notified otherwise.

On joining, you are required to sign an undertaking of 2 years' service at Hinduja Tech

The details of the Compensation package offered to you are given in Annexure – A.

Your employment will be governed by terms and conditions (Annexure – B) and you will have to sign a Non-Compete, Non-Solicit & Non-Disclosure Agreement (Annexure-C).

The documentation necessary at the time of your joining is listed in Annexure – D.

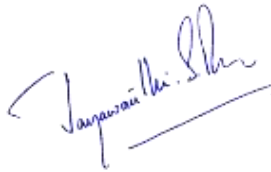
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We welcome you to Hinduja Tech Limited and looking forward to a long and mutually beneficial association.

**PS: By your acceptance of this letter, you acknowledge and abide by the terms including the commitments that have been discussed and agreed with you (either written or orally) during the selection process.**

For **Hinduja Tech Limited**.,



Jayawanthi Shankar Rao  
**General Manager - HR**



### Annexure – A

<b>Name : KUSHAL GURUNATH GADAG</b>	<b>Title : Graduate Engineer Trainee</b>
	<b>Band : A</b>
	<b>Sub-band : AT2</b>

#### Compensation Structure

##### Part - I

(All figures in Indian Rupees)

A. Fixed Compensation	Per Month	Per Annum	Remarks
Basic salary	12,800	1,53,600	41% of (A)
HRA	6,400	76,800	50% of Basic
Flexi Benefit Plan	8,792	1,05,499	
Bonus	1,066	12,795	
PF Employer Contribution *	1,800	21,600	
ESI (If Applicable)	-	-	
<b>Total (A) Fixed</b>	<b>30,858</b>	<b>3,70,294</b>	
<b>B. Total Variable Compensation</b>		44,435	
<b>Total (B) Variable Compensation/Bonus</b>	<b>3,703</b>	<b>44,435</b>	
<b>C. Other Benefits</b>			
Gratuity**		7,385	
Medical Insurance***		2,886	
<b>Total (C)</b>		<b>10,270</b>	
<b>CTC (A+B+C) (Fixed Pay + Variable Pay + Other Benefits)</b>		<b>4,25,000</b>	

**\*Flexible Benefit Plan will cover following heads:**

- a. Conveyance Allowance
- b. Leave Travel Allowance
- c. Sodexo Coupons
- d. Special Allowance

**\*\*PF is deducted at 12% of basic or INR 1800, whichever is higher.**

**\*\*\*Variable pay will be applicable as per company variable policy.**

# Gratuity as per the provisions of Payment of Gratuity Act.

# # Group Medical Insurance & Group Life Insurance as per company policy.

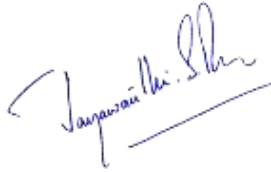
## **Part- II**

### **Variable Compensation Details**

Variable Pay will be as per the compensation structure mentioned in the Annexure A. It aims at assessing and reviewing performance against stated goals and objectives. It will be paid as per guidelines and as per the company's published variable pay policy.

As per Company Policy, full time employees are eligible for this payment from the date of joining. The payment will be effective, subject to a minimum of one month's service in a quarter.

For **Hinduja Tech Limited.**,



Jayawanthi Shankar Rao  
**General Manager - HR**

**I agree & accept the above terms**

**(KUSHAL GURUNATH GADAG)**

## **Annexure –B**

The following terms are essential conditions of the Contract of Employment and binding upon the employee.

### **Assignments / Transfers / Deputation**

Though you have been engaged for a specific position, the Company reserves the right to send you on training / deputation / secondment / transfer / assignments to sister companies, associate companies, client locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned / seconded / deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

You shall provide details regarding the utilization of your time by entering the same into the prescribed data recorders or Time Sheets (TS) on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to our TS.

### **Termination of Employment**

Post confirmation of your appointment either party can terminate this employment by serving a notice of 90 days on the other. However, if approved by the Company, an employee may surrender leave to his / her credit or pay salary (Basic) in lieu of Notice period. Similarly, the Company may pay salary (Basic) in lieu of Notice period, if required.

In case of employees who are governed by service agreements for serving a minimum stipulated period, the employee can exercise option under the above clause only on their completion of the stipulated service period agreed to and provided therein.

Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case, your employment shall automatically come to an end without any notice of termination.

You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

Reference check will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation and concealment of the facts.

### **Authenticity of Facts**

It must be specifically understood that this offer is made based on your proficiency on Technical / Professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or Overseas. In case, at a later date, any of your statements / particulars furnished

are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

### **Restraints**

#### **Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

#### **Authorizations**

Only those authorized by a specific power or attorney, may sign legal documents representing the Company.

#### **Unauthorized Software**

You shall not install, download, copy, duplicate any unauthorized or unlicensed software, programs, games, attachments on to your Computer Systems.

#### **Security**

You will at all times conform to the Security regulations prescribed at your place of work (including worksite at clients' location) for security of personnel, data security, and assets.

#### **Overseas Service Agreement**

As the Company will be spending substantial amount of time and money for your deputation / secondment abroad, you will be required to sign a deputation agreement with the Company and also execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (a) your commitment to complete the project (b) your returning to India after completion of the project and serving the Company for a stipulated period).

#### **Intellectual Property Rights**

All intellectual property right Techs, including but not limited to, Patents, Copy right, Designs, Trademarks and Semiconductor chips developed by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be work made for hire. You shall execute / sign such documents for the purpose of assigning such intellectual property, as and when required by the Company.

The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the Company.

### **Jurisdiction**

Even though the Company may depute you Overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Chennai only.

### **Retirement**

You shall automatically retire from the services of the Company at the age of 58 years and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

### **Antecedent verification**

This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through us to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend co-operation (if asked for) during such verification without any protest or demur. **If there is a discrepancy in any of the information submitted by you (which formed the basis for this offer) or in the copies of the documents / certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer at any time during service.**

### **General**

The above terms and conditions are based on Company Policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all service matters, including those not specifically covered here such as Travel, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time. The employer will not be liable for any of the incidents occurring due to employee's personal acts.

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This is to certify that I have gone through and understood all the terms and conditions as stated in Annexure B and other applicable Annexures which are integral part of this Offer Letter and I hereby accept and agree to abide by the same.

**Name in full: KUSHAL GURUNATH GADAG**

**Signature:**

**Address:** Flat No : 407, "Swastik Enclave", Behind Sharon Hotel, Shastri Circle, Kundapura – 576 201

**Date:**

## Annexure C

### Non-Compete, Non-Solicit & Non-Disclosure Agreement

This Employee Non-Compete & Non-Disclosure Agreement (the Agreement) is made effective as of \_\_\_\_\_ by and between Hinduja Tech Limited, incorporated under the laws of India, having its office at Gateway Office Parks, A6 Tower - 8th floor. No. 16, Grand Southern Trunk Road, Chennai Tamil Nadu-600063 India (hereinafter referred to as the Employer)

And

**Mr. KUSHAL GURUNATH GADAG S/O/D/O Mr.** \_\_\_\_\_, aged about \_\_\_\_ years and residing at **Flat No : 407, “Swastik Enclave”, Behind Sharon Hotel, Shastri Circle, Kundapura – 576 201** (hereinafter referred to as the Employee)

The Employer and Employee collectively referred to as the Parties.

NOW THE AGREEMENT WITNESSETH AND THE PARTIES HERETO ADHERE AS FOLLOWS:

#### **1. Equitable Release**

- a. The Employee acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Hinduja Tech Limited (Hinduja Tech), that Hinduja Tech would not have entered into this employment relationship in the absence of such restrictions, and that any violation of any provision of this Agreement will result in irreparable injury to Hinduja Tech.
- b. The Employee agrees that Hinduja Tech shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Agreement, which rights shall be in addition to any other right or remedies to which Hinduja Tech may be entitled. In the event that any of the provisions of this Agreement should be adjudicated to exceed the time, geographic, product or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or other limitations permitted by applicable law.
- c. **Conflicting Employment:** The employee agrees that during the time of his employment with the Employer, he/she will not accept nor will he/she engage in employment, consulting or other business activities directly relating to the business of the Employer.
- d. During the term of the Employee’s employment with Hinduja Tech, and for a period of one (1) year thereafter, the Employee agrees that he will not:
  - i. Directly or indirectly, own, engage, participate, or be employed in any capacity related or similar to, or requiring knowledge of Confidential Information obtained from, Employee’s employment with Hinduja Tech;
  - ii. Solicit HINDUJA TECH LTD’s customers or divert to any Competing Business any individual or entity which is a customer of Hinduja Tech or was a customer at any time during the preceding 12 months; or
  - iii. Employee will not induce, recruit or solicit any of the Employer’s current or employees who have resigned in past 12 months or enter into another employment agreement with a competitor to the Employer.
  - iv. Work directly or indirectly either as an employee or as a consultant or through any vendor or in any other way for hire or reward with customer of HINDUJA TECH LTD without an explicit approval from HINDUJA TECH LTD conveyed by means of a “No Objection” letter addressed to HINDUJA TECH LTD’s customer.

- e. The term “Competing Business” as used in this Agreement shall mean any business or enterprise which develops, designs or engaged in engineering design services (including any other related software services), markets or sells products or services which are competitive with or similar to products developed, manufactured, marketed or sold by Hinduja Tech, or provides services which are competitive with or similar to services provided by Hinduja Tech, in any geographic market in which Hinduja Tech actually develops, manufactures, markets or sells competitive or similar products or services, including, in each case, any product or service Hinduja Tech has under development and which is the subject of active planning at any time during the term of the Employee’s employment.
- f. Provisions of this section shall not prevent the Employee from acquiring or holding publicly-traded stock or other publicly-traded securities of a business.
- g. For purposes of this Agreement engaging in any business substantially similar to, or in competition with the business of Employer shall mean (i) engaging in a business as an owner, partner or agent (ii) taking employment with a third party engaged in such business either as an employee, contractor or consultant or (iii) soliciting customers for the benefit of third party engaged in such business.

## **2. Records of Inventions.**

The Employee will keep complete and current records of all Inventions which he makes during the time period during which he is employed with Hinduja Tech, and promptly disclose all such Inventions, in writing, to Hinduja Tech. The Employee will submit any such disclosures to the extent Hinduja Tech may request.

## **3. Inventions**

- a. All inventions, discoveries, improvements, innovations, and trade secrets (hereinafter collectively referred to as “Inventions”), which are or have been made, conceived, developed or reduced to practice by the Employee, individually or jointly with others, during the period of the Employee’s employment with Hinduja Tech, and within one (1) year thereafter, and which relate to, result from, or arise in any way out of any work done for Hinduja Tech, or any information or assistance provided in any way by Hinduja Tech, are and shall forthwith become the sole and exclusive property of Hinduja Tech, whether or not patented or patentable.
- b. The Employee hereby agrees and assigns any and all rights or interest he may have or acquire in the Inventions as well as rights or benefits resulting therefrom to Hinduja Tech without further compensation. The Employee further agrees to sign, execute, make or do any and all such deeds or other things which Hinduja Tech shall require:
  - (i). To apply for, obtain or vest in the name of Hinduja Tech (unless Hinduja Tech shall direct otherwise) letters, patents, copyrights or other analogous protection, and
  - (ii). To defend any opposition proceedings in respect to such protection.

## **4. Pre-employment Inventions.**

The Employee will completely identify (without disclosing any trade secret or other confidential information) every Invention made before his employment with Hinduja Tech, in which he has an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time of this Agreement.

## **5. Disclosure of Inventions after Termination.**

The Employee will promptly and completely disclose in writing to Hinduja Tech Legal Department all Inventions which he may make during his employment with Hinduja Tech, and for a period of one (1) year immediately following the end of his employment by Hinduja Tech, which relate to his prior work assignment at Hinduja Tech or to any Confidential Information of Hinduja Tech, for the purpose of determining Hinduja Tech right in each such Invention. The Employee will not file any patent application relating to any such Invention during this period without the prior written consent of Hinduja Tech Legal Department. The Employee acknowledges that, if he is unable to prove that he made the Invention entirely after leaving Hinduja

Tech employment, the Invention is presumed to have been made during the period of time during which he was employed with Hinduja Tech. The Employee acknowledges that the conditions of this paragraph are no greater than is necessary for protecting Hinduja Tech interests in its Confidential Information to which it is rightfully entitled.

**6. Confidential Information from Previous Employment.**

The Employee certifies that he has not, and will not disclose or use during his employment with Hinduja Tech, any Confidential Information which he has acquired as a result of any previous employment or any contractual obligation of confidentiality before his employment by Hinduja Tech.

**7. Prior Restrictive Obligations.**

The Employee will completely identify all prior obligations (written and/or oral) such as confidentiality agreements or covenants restricting future employment, which the Employee may have entered into and which may restrict his ability to perform the duties of his employment with Hinduja Tech. The employee hereby confirms that he will abide by such restrictive obligations of any such agreement or covenants for such period as agreed with the previous employer.

**8. Notice to Future Employers.**

For a period of one (1) year immediately following the end of Employee's employment with Hinduja Tech, the Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide the employer with a copy of this Agreement.

**9. Conflicts of Interest.**

The Employee certifies that, during the term of his employment with Hinduja Tech, he will not engage in outside employment or other activities which could give rise to a conflict or interest diminish the effectiveness of his performance or reflect adversely on Hinduja Tech. This specifically includes, without limitation:

- (i). Outside employment including self-employment, which may interfere with the performance of his duties as a Hinduja Tech employee.
- (ii). Other employment or activities in the course of which the Employee would use, or might be tempted or induced to use, Hinduja Tech property or information in other than Hinduja Tech own interest.
- (iii). Simultaneous alternate employment in a line of business that is in conflict or competition, in whole or in part, with Hinduja Tech line of business.
- (iv). Engaging in any outside activity which is a violation of the Hinduja Tech Business Conduct Policy, and might reflect adversely upon Hinduja Tech.
- (v). Requests from customers or potential customers for services outside the usual scope of the Employee's employment; for example, the appraisal of used equipment. Such requests will be honored only upon written approval, in advance, by Hinduja Tech.
- (vi). Accepting any remuneration or accepting entertainment or gifts of more than nominal value from a supplier, customer or competitor.

**10. Third Party Beneficiaries and Assignment of Rights.**

The Employee agrees that the obligations recited herein will automatically extend to Hinduja Tech successors and assigns. The obligations also extend to any subsidiary, affiliate or parent of Hinduja Tech whose confidential and/or proprietary information the Employee may have or may have had access to during his employment with Hinduja Tech.



#### **11. Not a Contract of Employment.**

The Employee understands that this Agreement does not constitute or create a contract or commitment for the employment of the Employee with Hinduja Tech for any fixed term. The Employee acknowledges that his employment with Hinduja Tech may be terminated by either Hinduja Tech or by the Employee at any time for any reason or no reason and with or without cause, except as may otherwise be required by law.

#### **12. Confidential Information.**

Employee acknowledges that, by reason of Employee's employment by Hinduja Tech, the Employee will have access to confidential information of Hinduja Tech, including, without limitation, information and knowledge pertaining to products, inventions, discoveries, improvements, innovations, engineering designs, software, ideas, trade secrets, proprietary information, manufacturing, plant and process design, packaging, advertising, distribution and sales methods and plans, sales and profit figures, and customer and client lists between Hinduja Tech and dealers, distributors, sales representatives, wholesalers, customers, clients, suppliers and others who have business dealings with them (hereinafter collectively referred to as "Confidential Information"). The Employee acknowledges that such Confidential Information is a valuable and unique asset of Hinduja Tech and covenants that, both during and after his employment with Hinduja Tech, he will not disclose any Confidential Information to any person (except as the Employee's duties may require) without the prior written authorization of Hinduja Tech. The obligation of confidentiality imposed by this Agreement shall not apply to information that becomes generally known to the public through no act of the Employee in breach of this Agreement.

The Employee acknowledges that all documents, files and other materials received from Hinduja Tech or any employee of Hinduja Tech during the term of his employment (with the exception of documents relating to the Employee's compensation or benefits to which the Employee is entitled) are for use of the Employee solely in discharging his duties and responsibilities hereunder and that the Employee has no claim or right to the continued use or possession of such documents, files or other materials following termination of the Employee's employment with Hinduja Tech. The Employee agrees that, upon termination of employment, he will not retain any such documents, files or other materials and will promptly return to Hinduja Tech any documents, files or other materials in his possession or custody.

#### **13. Binding Effect**

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

#### **14. Miscellaneous**

If a court of competent jurisdiction determines that any portion of this Agreement is illegal, invalid or unenforceable, then that portion shall not affect the legality, validity or enforceability of the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.

This Agreement binds the Employee's heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Hinduja Tech and its successors and assigns.

#### **15. Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provisions of this Agreement.

**16. Severability**

In any part and parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable y any court of competent jurisdiction and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Employee and Employer. All changes in policy will be communicated by the company from time to time which needs to be abided by the employee.

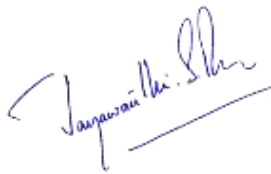
**18. Governing Law**

This Agreement shall be governed by and construed / enforced in accordance with the laws of India and the Parties subject themselves only to the jurisdiction of courts in Chennai, Tamil Nadu, and India.

I HEREBY REPRESENT AND WARRANT that I am of full age and have every right to contract in my own name in the above regard. I stale further that I have read the terms of the foregoing Agreement, I have been given an opportunity to ask questions concerning its content, and have been given the opportunity to discuss its content with my counsel prior to its execution.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

For **Hinduja Tech Limited.,**



Jayawanthi Shankar Rao  
**General Manager - HR**

Employee

Witness: (1)

(2)

## **Annexure – D**

At the time of joining, you are requested to bring the following documents in original, along with one copy each.

- Certificates supporting your educational qualifications along with mark sheets :
  - Std X Certificate and mark sheet
  - Std XII Certificate and mark sheet
  - Degree Certificate and Semester-wise / Year-wise mark sheets
  - Master's Degree Certificate and Semester-wise / Year-wise mark sheets
  - Diploma /PG Diploma Certificate and Transcripts
  - Any other Certificates with supporting documents, if any
- Your latest salary slip / Salary Certificate
- Your relieving letter / Service Certificate from the last three employers
- Acknowledged copy of our offer of appointment
- Cancelled cheque leaf of your Bank account
- Form 16 or Taxable Income Statement duly certified by the previous employer (statement showing deductions and Taxable Income with break-up)
- 4 passport sized colour photographs with white background
- Valid pages of the Passport
- Valid government ID proof for your current / permanent address.
- Adhar Card
- PAN Card - You must carry and provide your PAN card copy. Please note that it is mandatory to provide PAN Card (as submitted by the Income Tax Department) for processing of your Payroll. No payment on account of Salary will be made without this.

Please bring all the Certificates supporting your educational qualifications along with mark sheets in original for verification only.



*Kyndryl Solutions Private Limited  
(formerly known as Grand Ocean Managed Infrastructure Services  
Private Limited)  
CIN: U72900KA2021PTC142940  
2nd to 4th Floors, Block D,  
Embassy Golf Links Business Park,  
Off Intermediate Ring Road, Domlur  
Bengaluru- 560071, India*

Dear Ashwini K B,

Hope you are well.

It is with great pleasure we are writing to you to confirm your offer with Kyndryl as a Associate - Technical Engineer, 04G effective June 1, 2022. We welcome you to join Kyndryl - the world's leading global managed infrastructure services organization - committed to powering human progress.

People are at the core of everything we do. The word Kyndryl is derived from kinship referencing our belief on how we build and nurture trusted relationships with our people and customers every day. And we have built long-lasting relationships with the leading Fortune 500 global customers across industries - for whom we design, build, manage, and run strong, secure, resilient and adaptive digital infrastructure capabilities. Combine this focus with the diversified skill sets of our workforce; the breadth and expertise of our technology portfolio, solutions, and services; and the scale at which we operate - we are committed to advancing growth, innovation, and impact in the world, for the world.

We are excited to have you join a team that embodies unbridled energy and creativity in all that they do for our clients. Your unique skill sets and your position will offer you an incredible opportunity to contribute, learn, and thrive on outcomes you aspire for yourself, the business, and clients.

The work we do is very important. And we do it on the grounds of transparency, trust, inclusion, integrity, and responsibility. We foster a culture that encourages open attitude, positive spirit, one that enables us to push ourselves and each other to do better, work flexibly and learn from each other at every step.

As Kyndryl becomes an independent organization, we are confident that you will cherish your experience of being instrumental in paving the way for organization's future growth and success.

We wish you an enriching and a great career at Kyndryl.

Thank you



May 20, 2022

Kyndryl Solutions Private Limited

2nd to 4th Floors, Block D,  
Embassy Golf Links Business Park,  
Off Intermediate Ring Road, Domlur  
Bengaluru- 560071, India  
<https://www.kyndryl.com/kyndryl>

Dear Ashwini K B,

The world is transforming rapidly, and technology is paving way for more innovations in the way we live and work today. These advancements have introduced newer ways in driving business operations, business models, industries, and outcomes. We have exponentially more power to reach the full potential of our life and work today. And this is Kyndryl's vision for the future- advancing the human progress.

We invite you to join us as a Associate - Technical Engineer, in band 04G for your dream job ever. You will be working with passionate Kyndryls, business and technology experts, who are constantly building their knowledge and expertise to find the best solutions for our clients, helping them achieve their goals and create newer possibilities.

At Kyndryl, you will experience an inclusive and collaborative culture where you will get an open platform to bring your ideas and solutions to the fore, no matter your area of expertise - you have an audience that listens to you from Day 1. You will have access to world-class learning opportunities that will help you create the career you've always imagined. Join us and you'll be proud to call yourself a Kyndryl.

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

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e June 1, 2022. Please contact us immediately if you require an alternative joining date to Candidate-Management-Team@Kyndryl.com (Kyndryl candidate query management). If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

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

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.

You need to report at the Onboarding location on the joining date at 9:00 a.m. Please note that it is important to be on time to complete the joining formalities. If you arrive late, you will not be allowed to join and must reschedule your joining date.



On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

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

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

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Bangalore . However, your services are transferable and you may be assigned to any other department, location or office of Kyndryl, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, Kyndryl frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with Kyndryl and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at Kyndryl is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your offer is contingent upon you agreeing to authorize KYNDRYL to recover a sum of Rs 100000 (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with KYNDRYL are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining KYNDRYL or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.



- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- Kyndryl encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with Kyndryl, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize Kyndryl's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to Kyndryl's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of Kyndryl.
  - You also understand and acknowledge that Kyndryl requires its employees to be productively and effectively utilized at all times. Kyndryl maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to Kyndryl's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with Kyndryl.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without Kyndryl's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to Kyndryl operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.

- You will, by default, be enrolled in Kyndryl's Group Medclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in Kyndryl policies are subject to change at the Company's discretion. You will be entitled to earned leave / Vacation time off in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- All employees are required to read and comply with Kyndryl's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, Kyndryl shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join Kyndryl. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com) .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at Kyndryl office. Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to Kyndryl , and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance - A one-time amount of INR 25,000/- towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from Kyndryl, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to Kyndryl. You may be required to repay to Kyndryl any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by Kyndryl, Kyndryl may recover all such amounts from your final settlement.





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ANNEXURE A

DATE	May 20, 2022		
NAME	Ashwini K B	BAND	04G
DESIGNATION	Associate - Technical Engineer	LOCATION	Bangalore
<u>Compensation Components</u>		<u>Kyndryl Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		214760	
<b>3. Annual Reference Salary (ARS)</b>		<b>394760</b>	
4. Retirals			
a) Provident Fund (PF)		21600	
b) Gratuity @ 4.8%		8640	
<b>5. Annual Reference Salary + Retirals</b>		<b>425000</b>	

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

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

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

OTHER BENEFITS:



- By default, you will be enrolled in the Group Medclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 30 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By: Kyndryl Authorized Signatory

Ritwik Jha (Talent Acquisition Leader - APAC)

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

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

SIGNATURE

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PRINTED NAME

-----

DATE OF JOINING

-----

DATE

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

SIGNATURE

-----

PRINTED NAME

-----

DATE

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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) National Pension System (NPS)	It is a voluntary contribution. Maximum 10% of monthly Basic Salary.
(d) Meal Card	Voluntary contribution of INR 2,200/- or INR 1,100/- per month
(e) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which is included as a part of your Annual Remuneration denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company.
Annual Reference Salary	Annual Basic Salary + Annual FBP

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



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Other Benefits– Additional Information\*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of Kyndryl Solutions Private Limited. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

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

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

By default, you will be enrolled in the Group Medclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail Medclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 30 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

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

Mid-term inclusion of only new born babies (within 30 days of the child birth) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

*\*Subject to enrolling the new dependent within 30 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit



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

#### National Pension System (NPS)

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

#### ESIC

Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.

#### Compensation under Employees Compensation Act

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

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

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

#### **Maternity Benefit:**

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

##### 1) Maternity Leave for:

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

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon



the adoption of a child or in case the employee has used the surrogacy arrangement.

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

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

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



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**ANNEXURE B - NON-DISCLOSURE AGREEMENT**

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

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

In consideration of my employment or my continued employment by Kyndryl, Inc. or one of its subsidiaries or affiliates (collectively, "Kyndryl"), which I acknowledge, and the payment to me of a salary or other compensation during my employment, I agree as follows:

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

'Confidential information or material' of Kyndryl (or any variations of such expression) is any information or material of a confidential or secret nature: (a) generated or collected by or utilized in the operations of Kyndryl; received from any third party; obtained in confidence from an entity Kyndryl acquired or in which Kyndryl purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of Kyndryl; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "Kyndryl Confidential" or with any similar legend of Kyndryl or any third party. Confidential information covered by this Agreement consists of, without limitation: (i) trade secrets; (ii) proprietary information that does not rise to the level of a statutorily protectable trade secret that is made the property of Kyndryl through positive operation of law in the form of this mutual agreement of the parties; and (iii) information that is otherwise legally protectable. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or information about employees to which I have special access through a position of trust and confidence, such as human resources and payroll, and for which I have not received the employees' written consent to disclose (e.g. social security number, medical certifications, confidential personnel information, driver's license number, bank account information, passport information, etc.); marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases. Notice of immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Notwithstanding the foregoing, an individual shall not be held criminally or civilly liable under any Central or State trade secret law for the disclosure of a trade secret if the disclosure (a) is made (i) in confidence to a Central, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal (where so permitted under applicable law or by the concerned authority / court). An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal (where so permitted under applicable law or by the concerned authority / court) and does not disclose the trade secret, except pursuant to court order.

2. (a) During my employment with Kyndryl and for two years following the termination of my employment from Kyndryl for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of Kyndryl to be employed or to perform services outside of Kyndryl. For purposes of this





Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with Kyndryl. Also, for purposes of this Paragraph 2(a), "employee of Kyndryl" shall mean any employee of Kyndryl who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that, during my employment with Kyndryl and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the last twelve (12) months of my employment with Kyndryl. The post-employment prohibition in this paragraph 2(b) does not apply to any Kyndryl employee whose work location is within the state of California. I acknowledge that Kyndryl would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that Kyndryl would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

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

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

5. I hereby assign to Kyndryl my entire right, title, and interest (including all worldwide intellectual property rights), in perpetuity, in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, improvements, techniques, methods, formulas, processes, compositions of matter, compilations, discoveries, and data, etc. (all hereinafter called "Developments"), hereafter made, conceived, written, developed, improved, reduced to practice or otherwise created solely or jointly by me, whether or not such Developments are patentable, or subject to copyright, trade secret, or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of Kyndryl; or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of Kyndryl. If, by operation of law such right, title, and interest in Developments vest in Kyndryl upon creation, I acknowledge that such right, title, and interest belong to Kyndryl. Also, I hereby assign to Kyndryl my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that Kyndryl acquired or in which Kyndryl purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity. In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

I acknowledge that the rights, title and interest to any Developments (which is assigned to Kyndryl under this Paragraph 5) shall not be deemed to have lapsed if Kyndryl does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the (Indian) Copyright Act, 1957 and any other similar law of any jurisdiction.

If I have any rights, including without limitation, "artist's rights" or "moral rights" in the Developments that cannot be assigned, I hereby unconditionally and irrevocably grant to Kyndryl an exclusive, worldwide, fully paid and royalty free, irrevocable, perpetual license with rights to sublicense through multiple tiers of sublicensees, to: (i) use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Developments in any medium or format, whether now known or later developed; (ii) use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating, or derived from, the Developments, and (iii) exercise any and all other present or future rights in the Developments. In the event that I have any rights in the Developments that cannot be assigned or licensed, I unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against Kyndryl or its customers.



*California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code, which provides:*

*(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:*

*(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or*

*(2) Result from any work performed by the employee for the employer.*

*(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.*

The above provisions concerning assignment or ownership of Developments apply to Developments created during the "Period of My Employment" by Kyndryl. "Period of My Employment" means the entire duration of my employment with Kyndryl including not only hours worked at Kyndryl's facilities and working on Kyndryl's business away from the facilities but also non-working off-hours such as weekends and other time spent outside of the office and not performing Kyndryl's work (such as during parental leave, vacations, and sabbaticals).

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with Kyndryl, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to Kyndryl (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use, or cause to be used, any Excluded Developments in Kyndryl's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that Kyndryl acquired or in which Kyndryl purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my Kyndryl employment. I acknowledge and agree that if I use any of my Excluded Developments in the scope of my employment or include them in any product or service of Kyndryl, I hereby grant to Kyndryl a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify, and create works based on, perform, or display such Excluded Developments and to sublicense third parties with the same rights.

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

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

Description of Excluded Development    Date Created    Named Party/Termination Date



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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the Kyndryl Intellectual Property Law Department; and (b) I will, on Kyndryl's request, promptly execute a specific assignment of title to Kyndryl or its designee, and do anything else reasonably necessary to enable Kyndryl or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the Kyndryl Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by Kyndryl. I also agree to promptly notify the Kyndryl Intellectual Property Law Department if, after I leave the employment of Kyndryl, I am contacted by anyone or any entity outside of Kyndryl regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

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

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

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

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

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

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



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

11. This Agreement shall be governed by the laws of India. All disputes shall be subject to exclusive jurisdiction of courts in Bengaluru, Karnataka. In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity, or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this Agreement, in whole or in part, is invalid or unenforceable shall not in any way affect or impair the validity or enforceability of this Agreement in any other jurisdiction.

12. I recognize that any violation of my obligations described herein would cause Kyndryl to suffer irreparable harm and can result in disciplinary action, including dismissal from Kyndryl, and any other appropriate relief for Kyndryl, including money damages, equitable relief and attorneys' fees.

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

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Employee's Full Name (please print)	Employee's Signature	Employee Serial
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**1**

Offer Letter Body

Page 1 of 3



Reference: Persistent/Academic Intern/1651062/0.2

**Internship Offer Letter  
Confidential**

Feb 07, 2022

**Mr Koushik Gowda  
Andagadoduru, Nilskal  
Near Nagara Society  
Shimoga 577425**

Dear Koushik,

Subject: **Your engagement as an Academic Intern with Persistent**

With reference to your application for industrial training with us, and the subsequent selection process, we are pleased to inform you that you have been selected as **an Academic Intern** at grade **0.2** with Persistent Systems (Company). This offer is made to you as part of your Academic Curriculum.

The duration and start date of the internship will be communicated to you in due course of time separately.

During the internship period you will be paid a consolidated monthly stipend of Rs. 10,000 per month. You will also be eligible for benefits such as free lunch, snacks, tea and coffee during your internship period.

All terms and conditions in this document, read with any other document specifically referred herein and incorporated hereto by such reference, collectively shall constitute the entire understanding between the Academic Intern and the Company.

Company does not assure you or commit (a) any extension of this internship beyond the period stipulated under this letter and/or offer you employment with Company and/or absorb you as an employee of the Company in future. Unless otherwise specifically agreed in writing by Company, there shall be no employee-employer relationship between you and Company.

**1. Working days**

Normal working days for Company are Monday through Friday. Company observes Sunday as a compulsory weekly off and Saturday as the other weekly off day. The normal working hours are forty five hours per week.

**2. Holidays and Leaves**

You will not be eligible for any leave or compensatory off during internship period.

### 3. Termination of Internship

The internship can be terminated with one week notice or stipend (if you are eligible for stipend under this letter), in lieu of the notice period on either side.

The Company can terminate your internship without any notice period in case the internship is terminated on grounds of:

- i. Breach of confidentiality or IP related obligations
- ii. Violation of law
- iii. Gross Misconduct
- iv. Material breach of Company policy.

In such event, the Company will not be liable to pay stipend (if payment is otherwise stipulated in this letter) in lieu of notice period.

In case the last day of your internship falls on a non-working day, your last day of internship shall be the immediate previous working day.

The internship period can be terminated by whatsoever reasons by either party by giving one week notice period.

### 4. Dispute Resolution

In case of any dispute or disagreement in relation to the terms of this offer or matters connected thereto, you agree to negotiate in good faith to resolve such dispute or disagreement. In case you and Company fail to settle the dispute/ disagreement amicably, the same may be exclusively referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Pune. Each party shall bear its own costs for arbitration.

Please contact **Ranjitha G** (Ph. No. **91-80-61359293**) on the date of joining. We request you to report at 9 am at the address mentioned below for completion of joining formalities.

#### Bengaluru

**4th and 5th Floor, Block 9, Primal Projects Pvt. Ltd. SEZ (PRITECH PARK), Survey Nos. 51 to 64/4 & 66/1, Belandur Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru Urban Bengaluru, Karnataka, India 560103.**

### 5. Documents required at the time of joining

At the time of joining, the following original certificates/documents along with one photocopy should be furnished. Original certificates/documents will be returned to you after verification.

Sr. No	Description
1	Certificates of educational qualification - SSC (10th Equivalent), School leaving, HSC (12th equivalent).
2	Certificate of Graduation/Post Graduation and Mark Sheets
3	2 recent passport size color photographs
4	Photo-attested bonafide certificate from college Principal

We welcome you to the Persistent family and look forward to a mutually fulfilling association.

**Yours sincerely,  
For Persistent Systems Ltd**

**Kalpana Kudlingar  
Head - Campus Talent Acquisition**



**Acceptance of the offer**

I have read and understood all the terms and conditions contained in this letter and agree to abide by the same. I am signing this letter as a token of me having accepted the offer and the terms and conditions set out in this letter.

Also, I hereby declare that nothing apart from the above mentioned clauses have been committed to me during the selection process.

I will join the Company on the date communicated to me separately.

**Date:**

**Signature:**

**Name:**

Persistent Systems Limited, Bhageerath, 402, Senapati Bapat Road, Pune 411016 | Tel: +91 (20) 670 30000 | Fax: +91 (20) 6703 009 CIN – L72300PN1990PLC056696  
Persistent Systems Inc., 2055 Laurelwood Rd., Suite 210 Santa Clara, CA 95054 USA | Tel: +1 (408) 216 7010  
Persistent Systems France SAS, 1 rue Hector Berlioz, 38600 Fontaine, France | Tel: +33 (0) 4 76 53 35 80

Offer Letter Attachments

Response

Not Specified 

**Date: 14<sup>th</sup> May 2022**

**Mahesh Hegde V**

**CONDITIONAL OFFER LETTER**

Further to the discussion and interview you had with us, we are pleased to inform that you have been conditionally selected for employment with Speridian Technologies Pvt. Ltd. ("Speridian" or "Company") as **Trainee Associate** at a compensation of Rs.3,25,000/- per annum as Gross Annual Remuneration, for providing IT Software Services & Support to our customers on the following terms and conditions.

**Broad Terms and Conditions:**

1. You will be provided extensive training for a period of 30-90 days depending on the project that you will be put in. You will be on probation for a period of six months from the actual date of your joining, which may be extended by the Company depending on your performance. You will continue to be on probation unless and until you are expressly confirmed in the regular service of the Company. Speridian at its sole discretion reserves all rights to select or reject your candidature for any reason whatsoever.
2. Please take your time to get acquainted with the training of any of the programming languages (Dotnet, Java, Python, C++ etc).
3. We shall reach out to you in case there are some internship opportunities exists with us, as a part of the Pre-boarding skill enhancement program.
4. Two years' service Agreement -You are required to execute a bond/contract guaranteeing a sum of Rs.2,00,000/- (Rupees Two Lakh) excluding the service tax to be payable to the Company in accordance with the terms and conditions of such contract. This bond is applicable towards all expenses incurred by the company towards training. The bond amount is payable if in case of breach of agreement within the 2 years of employment.
5. Due to pandemic situation, we are currently following the Work-From-Home facility for all our associates and the same will applicable for you in the initial period. At the same time when the pandemic situation is taken up, you need to be ready for relocation to any of our office locations (Trivandrum/Cochin/Bangalore/Mumbai).
6. This appointment is subject to the clearance of your professional degree course along with being found medically fit to take up this job. We are recommending you to carry out a full health check report + COVID negative report.

**© Speridian | All Rights Reserved.**

Speridian has not authorized any agency/partner carry out recruitment on its behalf. In case of any breach, please bring to your notice. Speridian is an equal opportunity Employer.



7. Feel free to reach out to [speridian-campus@speridian.com](mailto:speridian-campus@speridian.com) for any queries.

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Vivek Nair', with a long, sweeping underline that extends to the right.

Vivek Nair  
Speridian Technologies Pvt. Ltd.



Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1986716**

## **Letter of Intent ("LOI")**

Dear MEDINI K A,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst and A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact [fresherhiring.in@capgemini.com](mailto:fresherhiring.in@capgemini.com), please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1986716**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1986716**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1986716**

Thanking you,  
Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**  
**Head - Fresher Hiring**

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# ANNEXURE 1

**MEDINI K A**

**Analyst and A4**

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/- (Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

This is a system generated document and does not need a signature

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

**Date: 14<sup>th</sup> May 2022**

**Nagaveni Gopal Naik**

**CONDITIONAL OFFER LETTER**

Further to the discussion and interview you had with us, we are pleased to inform that you have been conditionally selected for employment with Speridian Technologies Pvt. Ltd. ("Speridian" or "Company") as **Trainee Associate** at a compensation of Rs.3,25,000/- per annum as Gross Annual Remuneration, for providing IT Software Services & Support to our customers on the following terms and conditions.

**Broad Terms and Conditions:**

1. You will be provided extensive training for a period of 30-90 days depending on the project that you will be put in. You will be on probation for a period of six months from the actual date of your joining, which may be extended by the Company depending on your performance. You will continue to be on probation unless and until you are expressly confirmed in the regular service of the Company. Speridian at its sole discretion reserves all rights to select or reject your candidature for any reason whatsoever.
2. Please take your time to get acquainted with the training of any of the programming languages (Dotnet, Java, Python, C++ etc).
3. We shall reach out to you in case there are some internship opportunities exists with us, as a part of the Pre-boarding skill enhancement program.
4. Two years' service Agreement -You are required to execute a bond/contract guaranteeing a sum of Rs.2,00,000/- (Rupees Two Lakh) excluding the service tax to be payable to the Company in accordance with the terms and conditions of such contract. This bond is applicable towards all expenses incurred by the company towards training. The bond amount is payable if in case of breach of agreement within the 2 years of employment.
5. Due to pandemic situation, we are currently following the Work-From-Home facility for all our associates and the same will applicable for you in the initial period. At the same time when the pandemic situation is taken up, you need to be ready for relocation to any of our office locations (Trivandrum/Cochin/Bangalore/Mumbai).
6. This appointment is subject to the clearance of your professional degree course along with being found medically fit to take up this job. We are recommending you to carry out a full health check report + COVID negative report.

**© Speridian | All Rights Reserved.**

Speridian has not authorized any agency/partner carry out recruitment on its behalf. In case of any breach, please bring to your notice. Speridian is an equal opportunity Employer.

7. Feel free to reach out to [speridian-campus@speridian.com](mailto:speridian-campus@speridian.com) for any queries.

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Vivek Nair', with a long, sweeping underline that extends to the right.

Vivek Nair  
Speridian Technologies Pvt. Ltd.



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218096589/Bangalore**  
**Date: 01/11/2021**

Ms. Nagaveni Gopal Naik  
575/1Bhandarkar'S College Road,  
Kundapura,  
Kundapura-576201,  
Karnataka.  
Tel# 91-8970644564

Dear Nagaveni Gopal Naik,

**Sub: Letter of Offer**

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

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

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

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

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

**TCS Confidential**  
**TCSL/DT20218096589**

1

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



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

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

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

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

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

#### **2. Leave Travel Allowance**

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

#### **3. Food Card**

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





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

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

### **Quarterly Variable Allowance**

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

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

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

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

## **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

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

## **OTHER BENEFITS**

### **Health Insurance Scheme**

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

HIS offers the following benefits:



## 1. Basic Cover

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

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

## 2. Higher Hospitalisation

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

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

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

## Maternity Leave

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

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

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

## Loans

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

## Professional Memberships

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



## **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. Training Period**

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

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

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

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

### **4. Working Hours**

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

### **5. Mobility**

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

### **6. Compensation Structure / Salary components**

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

### **7. Increments and Promotions**

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

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



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

## **9. Confidentiality Agreement**

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

## **10. Service Agreement**

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

## **11. Work in SBWS mode**

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

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

## **12. Overseas International Assignment Agreement**

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



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

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

### **13. Terms and Conditions**

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

### **14. TATA Code of Conduct**

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

### **15. Notice Period**

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

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

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

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

### **16. Retirement**

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

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

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



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

### 18. Employment of Non Indian Citizens

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

### 19. Background Check

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

### 20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For 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

## **21. TCS Xperience Program**

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

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

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

## **22. Letter of Appointment**

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

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

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





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

#### **24. Compliance to all clauses**

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

#### **25. Data Privacy Clause:**

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

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

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

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

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

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



### **Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

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



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

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



**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Nagaveni Gopal Naik</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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



## Annexure 2

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



## Confidentiality and IP Terms and Conditions

### 1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



## **2. Associate's Obligations**

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

## **3. Intellectual Property Rights**

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **9. No License**

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





## 10. Equitable Rights

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

## 11. General

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

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

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

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



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

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



Date: **12-Apr-2022**

Ref. No.: **RT1/EEI/2122/1425**

**Ms. Nagaveni Gopal Naik**  
**Karigundi,**  
**Malinaonikeri, Sirsi**  
**Uttar Kannada- 581402**

**Dear Nagaveni,**

Thank you for exploring career opportunities with us and it is our pleasure to welcome you to **Robosoft Technologies India Pvt Ltd**. You have successfully completed our initial selection process and we are pleased to make you an offer. We believe your skills and experience is an excellent match for our company. You have been selected for the position of **Graduate Engineer Trainee (Band T1)**. Your employment will be effective from your date of joining, which shall be on or before **01-Aug-2022**.

Under the terms of this offer:

Your employment with **Robosoft Technologies India Pvt Ltd** is deemed to be confirmed after **6 (six)** months of your joining unless you are communicated otherwise within the said period. This confirmation is subject to satisfactory performance of the services expected of you.

Your "Annual cost-to-company" will be **INR 4,50,000 (Rupees Four Lakhs Fifty Thousand Only)** Please refer Annexure-I for details on the compensation and statutory deductions.

Your work location of position will be **Udupi**, but you may be required to work in any other place as per the requirement of the Company and The Company also reserves the right to change the position for which you are being hired and/or your duties. As per company requirements you may have to work remotely from time to time as per business needs or government mandate.

You will be issued a letter of appointment with all (i) terms & conditions of the employment at the time of your joining or earlier once you have accepted the Offer and (ii) the terms and conditions set forth in the Service Rules of the Company as amended from time to time. You are required to complete the pre joining formalities as per the Company Policy before the Date of Joining.

As an employee of the Company, you will have access to certain Company confidential information and you may, during your employment, develop certain information or inventions, which will become the property of the Company, or its parent or subsidiary companies, or that of its customers or partners. You will need to sign the Company's letter of appointment as a condition of your employment on the day of joining as well as a separate Non Disclosure Agreement. We wish to impress upon you that we do not wish you to bring any confidential or proprietary material of any former employer or to violate any other obligation to your former

**Robosoft Technologies Private Limited**

217, NH 66, Santhekatte, New Udupi - 576 105, India ● Tel: 91 820 2593930 ● info@robosoftin.com ● www.robosoftin.com  
Corporate ID No.: U72900KA2000PTC027961

employers, if any. Also, you represent that you are not subject to any restrictions that prevent you from working for the Company.

This offer of employment is subject to the following conditions:

- a. You being found medically fit pursuant to the detailed medical check up to be carried out at Company approved hospital/ clinic;
- b. The Company will be entitled to conduct background checks carried out either on own or through an external agency and you hereby expressly grant the Company the permission to do so and waive and all rights under applicable law in this regard; and
- c. All information and data furnished by you to the Company, based on which this offer of employment is made, being found true and correct.

**This offer letter is also subject to your executing a Service Agreement for 36 months, in the prescribed proforma with our Company, on successful completion of your academics and before joining our Company. A copy of the said proforma is available with our HR personnel for your review.**

It gives us a great pleasure to invite you to join the Robosoft family. We will be delighted to have you as part of our growing family and be a key contributor to the success of Robosoft Technologies. Please confirm your acceptance of this offer by signing and returning one of the original offer letters before **14-Apr-2022 after which time this offer will be considered to have been withdrawn by the Company without further notice to you.**

You are expected to produce, before joining, a set of documents as mentioned in Annexure-II. Any pending documents are required to be submitted on the date of joining.

Your signature below will acknowledge that you have read, understood and agreed to the terms and conditions of this offer.

In case of further clarifications, please get in touch with our Human Possibilities Team (E-Mail: [hrd@robosoftin.com](mailto:hrd@robosoftin.com) , Contact No: - 0820 – 2593930, +91-9606298101).

Best Regards,



**Anitha D Aiyappa**  
**Vice President – Human Possibilities**

---

I accept the Offer as outlined above

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Date]

### ANNEXURE – I

Your Compensation Package, on CTC (Cost to Company) basis, shall be INR 4,50,000 per annum, as detailed below:

Sl No.	Component	Amount in Rupees per month	Amount in Rupees per annum	Description
1	Basic Salary	15,000	1,80,000	Paid monthly
2	House Rent Allowance	6,000	72,000	Paid monthly
3	Conveyance Allowance	1,600	19,200	Paid monthly
4	Medical Re-imbursment	1,250	15,000	Paid monthly
5	Food & Refreshments	1,000	12,000	Paid monthly by meal coupons
6	Leave Travel Allowance	1,250	15,000	Paid monthly
7	Other Allowance	4,529	54,346	Paid monthly
	<b>Annual Gross Salary</b> (Total of components 1 to 7)	30,629	3,67,546	
8	Provident Fund (Employer's Contribution)	1,800	21,600	Employer's contribution paid monthly
9	Medical Insurance Premium	600	7,200	Paid directly by the Company
10	Gratuity	721	8,654	Paid directly by the Company
	<b>Total Fixed</b>	33,750	405,000	
11	Variable Pay I	3,750	45,000	Paid at the end of the year based on <b>Individual</b> performance
	<b>Total CTC</b>	37,500	4,50,000	

- (a) Group Medical insurance coverage: You would be eligible to be covered under the Group Medical insurance coverage of the company with a cover of 4 LAKHS applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you, that is additional Medical Insurance Premium charges of INR 9,000 per annum (approximately). If enrolment of parents is not opted for, the applicable cover (for self only or self + spouse + up to 2 children) will be 4 LAKHS.
- (b) Personal Accident Insurance coverage: Company provides Personal Accident Insurance for employee, the coverage of this insurance is INR 2 Lakhs, the applicable premium is part of CTC.
- (c) Variable Pay: - Variable Pay (VP) amount mentioned shall be payable as per Variable Pay Policy applicable for the Financial Year.
- (d) Food Coupon: - Food Coupon provided by the Company based on voluntary declaration and is tax exempted. One can opt for INR 1000/- per month or INR 2000/- per month as part of initial declarations upon joining the Company.
- (e) Gratuity:- Payment of Gratuity will be governed by "Payment of Gratuity Act 1972" and subjected to applicable taxes as per Indian Income Tax Act.
- (f) Employee Provident Fund: - 12% of Basic Salary or INR 1800 Per Month. EPF applicable both from Employer and Employee's side contribution shall be deducted from monthly Gross salary

**Statutory deductions towards Professional Tax, Income Tax and any other taxes as applicable shall be effected from the monthly gross salary.**

Your signature below will acknowledge that you have read, understood and agreed to the terms and conditions of this offer.

Yours sincerely,



**Anitha D Aiyappa**  
**Vice President – Human Possibilities**

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I accept the Offer as outlined above

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Date]

**ANNEXURE – II**

List of documents to be brought on the date of joining

1) Identity & Address Proof:

- a. PAN Card
- b. Aadhaar Card
- c. Passport
- d. Voter ID card or Driving License or Ration Card

**Two sets of photo-copies of the above documents required**

2) Academic Records:

- a. Bachelor's Degree Certificate + Final Mark List
- b. 12<sup>th</sup> Standard/PUC Mark List
- c. 10<sup>th</sup> Standard Mark List
- d. PG Degree/Diploma / Any other relevant Degree Certificate + Final Mark List (if applicable)

3) Records of previous Work experience

- a. Work Experience certificate from all past employers
- b. Relieving letter from the immediate past employer
- c. Appointment Letter from the immediate past employer
- d. Pay-slips for the past 3 months

**One set of photo-copies of all the above documents in SI 2 and SI 3.**

4) 10 Passport size + 1 Stamp Size Photos

5) For reference and antecedents' verification:

Contact details of 2 senior team members (lead/managerial level or above)/ HR officials from your immediate 2 past companies (In case you have worked only in 1 company, please provide 2 contacts from the same company)

- i. Name
- ii. Designation
- iii. Email address
- iv. Mobile Phone number



## **APPOINTMENT LETTER**

April 20, 2022

Dear RANJITA KARADAD,

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

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

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

### **2. Compensation:**

You will be eligible for:

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

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

You will also be eligible for:



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

#### 4. Responsibilities:

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

#### 5. Conflict of Interest:

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

#### 6. Confidentiality:

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

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

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

## 7. Assignment of Intellectual Property

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

## 8. Non-Compete

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

## 9. General:

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

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

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

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

**10. Training Agreement:**

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

**11. Notice Period & Termination:**

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

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

**12. Pre Joining Program (PJP):**

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

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

Yours sincerely,  
For **Wipro Limited**,



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

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

I shall be reporting for duty on

**ANNEXURE I****DECLARATION ON CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

### **ANNEXURE II**

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

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

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

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

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

### ANNEXURE III

#### SALARY OFFER SHEET

**Name: RANJITA KARADAD**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

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

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

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

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

### ANNEXURE – IV

### **Bonus Details**

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

<b>Year</b>	<b>Bonus</b>
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
  - a. you being "active" in the services of the company through to retention date as applicable
  - b. your employment has not been terminated for poor performance or for cause prior to retention date
  - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

### **ANNEXURE – V**

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

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

### **ANNEXURE – VI**

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

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

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

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

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

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

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **4. Education Allowance:**

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

##### **5. New Pension System:**

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

### **Retirement Benefits:**

It consists of:

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

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

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

#### **Travel**

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

#### **Accommodation, Food & other Miscellaneous Expenses**

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

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

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

#### **Medical**

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

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



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

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

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

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

Survivor Benefit Pension Program\*\*:

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

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

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

Loans:

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

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

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

## 1. Your Life and Accident Cover :

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

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

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

## 2. Voluntary Superannuation Policy (VSS)

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

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

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

& transparent fund management.

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

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

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

Accept  Decline

**Signature** RANJITA KARADAD 20/4/2022 8:00 PM

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

Registered Office:

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

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

24100277

# NETNEX

Netnex Global Pvt. Ltd.

Samrah Plaza, 2 Floor, St Marks Rd,

Bengaluru, Karnataka 560001

**Subject: Confirmation of Offer for the designation of Executive - Delegate Acquisition**

Dear Rashmitha,

Apropos our discussions & communication, we are pleased to offer you the designation of **Executive-Delegate Acquisition** at Netnex Global **Pvt. Ltd.**, based out of our Bangalore office at an annual CTC of **Rs. 2,64,000/- (Rupees Two Lakh Sixty Four Thousand Only)**.

You are required to revert with a confirmation of the agreed **Date-of-Joining (DoJ)**; a more detailed **Offer Letter** will follow **a week prior to DoJ**; you are requested to thoroughly peruse the same and revert with a signed copy, indicating your acceptance of the offer; please feel free to revert if any clarifications are required.

Based on the Job Description and discussions with the appropriate Hiring manager, a detailed **Letter-of-ApPOINTment (LoA)** will be follow **post DoJ**.

We look forward to a mutually beneficial association in your journey towards fulfilling your potential!

Sincerely,



Shreyas Shrinivas

Director

Netnex Global Pvt Ltd.



## **APPOINTMENT LETTER**

March 31, 2022

Dear Sanjana J,

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

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

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

### **2. Compensation:**

You will be eligible for:

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

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

You will also be eligible for:

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

#### 4. Responsibilities:

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

#### 5. Conflict of Interest:

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

#### 6. Confidentiality:

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

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

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

## 7. Assignment of Intellectual Property

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

## 8. Non-Compete

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

## 9. General:

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

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

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

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

**10. Training Agreement:**

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

**11. Notice Period & Termination:**

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

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

**12. Pre Joining Program (PJP):**

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

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

Yours sincerely,  
For **Wipro Limited**,



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

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

I shall be reporting for duty on

**ANNEXURE I****DECLARATION ON CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

### **ANNEXURE II**

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



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

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

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

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

### **ANNEXURE III**

#### **SALARY OFFER SHEET**

**Name: Sanjana J**

**Position: Project Engineer**

**Career Group: TRB - II**

You shall receive salary as detailed below.

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

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

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

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

### **ANNEXURE – IV**

### **Bonus Details**

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

<b>Year</b>	<b>Bonus</b>
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

### **ANNEXURE – V**

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

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

### **ANNEXURE – VI**

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

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

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

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

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

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

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **4. Education Allowance:**

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

##### **5. New Pension System:**

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

### **Retirement Benefits:**

It consists of:

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

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

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

#### **Travel**

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

#### **Accommodation, Food & other Miscellaneous Expenses**

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

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

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

#### **Medical**

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

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

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

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

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

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

Survivor Benefit Pension Program\*\*:

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

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

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

Loans:

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

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

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

## 1. Your Life and Accident Cover :

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

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

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

## 2. Voluntary Superannuation Policy (VSS)

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

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

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

& transparent fund management.

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

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

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

Accept       Decline

**Signature Sanjana J 31/3/2022 12:53 PM**

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

Registered Office:

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

Doddakannelli      F :+91 (80) 2844 0054

Sarjapur Road      E :info@wipro.com

Bengaluru 560 035      W :wipro.com

India      C :L32102KA1945PLC020800

22964566



Capgemini Technology Services India Limited  
(Formerly known as IGATE Global Solutions Limited)  
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,  
Navi Mumbai 400708, Maharashtra, India.  
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121  
[www.capgemini.com/in-en](http://www.capgemini.com/in-en)

**Superset ID: 1984993**

**Letter of Intent ("LOI")**

Dear shashidhar kanchan,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst and A4** with **Capgemini Technology Services India Limited**. , (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this Lol, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear

the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact [fresherhiring.in@capgemini.com](mailto:fresherhiring.in@capgemini.com)

Thanking you,

Yours Sincerely,

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**



# ANNEXURE 1

**shashidhar kanchan**

**Analyst and A4**

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

**For & On Behalf of Capgemini**

**Tejinder Sethi**

**Head - Fresher Hiring**

---

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

**Date: 14<sup>th</sup> May 2022**

**Sujith Shetty S**

**CONDITIONAL OFFER LETTER**

Further to the discussion and interview you had with us, we are pleased to inform that you have been conditionally selected for employment with Speridian Technologies Pvt. Ltd. ("Speridian" or "Company") as **Trainee Associate** at a compensation of Rs.3,25,000/- per annum as Gross Annual Remuneration, for providing IT Software Services & Support to our customers on the following terms and conditions.

**Broad Terms and Conditions:**

1. You will be provided extensive training for a period of 30-90 days depending on the project that you will be put in. You will be on probation for a period of six months from the actual date of your joining, which may be extended by the Company depending on your performance. You will continue to be on probation unless and until you are expressly confirmed in the regular service of the Company. Speridian at its sole discretion reserves all rights to select or reject your candidature for any reason whatsoever.
2. Please take your time to get acquainted with the training of any of the programming languages (Dotnet, Java, Python, C++ etc).
3. We shall reach out to you in case there are some internship opportunities exists with us, as a part of the Pre-boarding skill enhancement program.
4. Two years' service Agreement -You are required to execute a bond/contract guaranteeing a sum of Rs.2,00,000/- (Rupees Two Lakh) excluding the service tax to be payable to the Company in accordance with the terms and conditions of such contract. This bond is applicable towards all expenses incurred by the company towards training. The bond amount is payable if in case of breach of agreement within the 2 years of employment.
5. Due to pandemic situation, we are currently following the Work-From-Home facility for all our associates and the same will applicable for you in the initial period. At the same time when the pandemic situation is taken up, you need to be ready for relocation to any of our office locations (Trivandrum/Cochin/Bangalore/Mumbai).
6. This appointment is subject to the clearance of your professional degree course along with being found medically fit to take up this job. We are recommending you to carry out a full health check report + COVID negative report.

**© Speridian | All Rights Reserved.**

Speridian has not authorized any agency/partner carry out recruitment on its behalf. In case of any breach, please bring to your notice. Speridian is an equal opportunity Employer.

7. Feel free to reach out to [speridian-campus@speridian.com](mailto:speridian-campus@speridian.com) for any queries.

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Vivek Nair', with a long, sweeping underline.

Vivek Nair  
Speridian Technologies Pvt. Ltd.



WeWork, Vaishnavi Signature,  
Marthahalli, Sarjapur Outer  
Ring Rd, Bellandur  
Bangalore, Karnataka, 560103  
[support@codeyoung.com](mailto:support@codeyoung.com)  
8186928385

## Employment Offer and Employment Agreement

26<sup>th</sup> April 2022,

**Dear Supraja M,**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **27<sup>th</sup> April 2022**

### **1. BACKGROUND CHECKS AND REFERENCE CHECKS**

During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

### **2. Probation/ Training**

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 15000/month (Fifteen Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

**JOB TITLE: Inside Sales Executive**

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

**3. COMPENSATION**

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

**4. SALARY REVISIONS**

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

**5. DEDUCTIONS FROM PAY**

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

## 6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

## 7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

## 8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

## 9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

## 10. RULES AND REGULATIONS

Codeyoung, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct , you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

## **11. CONFIDENTIALITY**

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

## **12. PROTECTION OF PERSONAL DATA**

The Codeyoung adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

## **13. USE OF SOFTWARE AND SYSTEMS ACCESS**

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

## **14. DATA PROTECTION**

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

## **15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY**

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

## **16. TERMINATION OF EMPLOYMENT BY YOU**

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

## **17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT**

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

## **18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES**

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the

same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

## **19. INDEMNIFICATIONS**

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

## **20. NON -SOLICITATION**

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

## **21. AMENDMENTS**

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

## **22. EXCLUSIVE JURISDICTION**

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

## **23. SEVERABILITY**

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



## **CONFIRMATION OF ACCEPTANCE**

We request you to complete and return the copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

**Yours sincerely,**

**Shailendra Dhakad**

**Director**

**Codeyoung**



**HR 2.01 F5 -- Acceptance of Software and Systems usage.**

**To**

**Codeyoung**

**(“Thecompany”)**

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company’s regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

**HR 2.01 F6 – Data Protection Declaration**

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and
- c. Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions . I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



## DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Codeyoung Dept. / Job title\_

Date \_\_\_\_\_

## **INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS**

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.





**I Supraja M,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



## **HR 2.01 F10 – Data Consent Form**

### **Personal data - Consent**

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platforms or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

### HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,00,000 per annum. INR 4,00,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹240,000	₹20,000
2	House Rent Allowance	₹112,608	₹9,384
3	LTA	₹12,000	₹1,000
4	Special Allowances	₹12,000	₹1,000
	<b>Gross Salary</b>	<b>₹376,608</b>	<b>₹31,384</b>
<b>C</b>	Employer Contribution to PF	₹23,400	₹1,950
<b>A</b>	<b>Fixed CTC</b>	<b>₹400,008</b>	<b>₹33,334</b>
	<b>Deductions</b>		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
<b>B</b>	<b>Total Deductions</b>	<b>₹24,000</b>	<b>₹2,000</b>
<b>A – B- C</b>	<b>Net Salary</b>	<b>₹352,608</b>	<b>₹29,384</b>

With regards,

Shailendra Dhakad  
Director  
Codeyoung



# Conditional Offer Letter - Speridian Technologies



Inbox



speridian-campus 7 days ago

to me ▾



Hi Swasthik Kumar,

Greetings from Speridian!!!

Speridian is pleased to provide you the conditional offer letter, contingent on completion of your professional degree and as per the requirement availability we will on board you this year. You are requested to read through the terms and conditions of the attached letter.

We herewith attaching a document in order to prepare the agreement. Please ensure that the entire details in the document are entered by you and returned by e-mail on or before **18<sup>th</sup> May 2022**. You are also requested to attach yours as well as your guarantor's ID proof for verification purpose.

On acceptance of the above details, we will come back to you soon with the final offer letter.

We look forward to working with you to create an exciting and a mutually rewarding association.

**Regards**

**Human Resources**



**Offer: Computer Consultancy**  
**Ref: TCSL/DT20218208718/Bangalore**  
**Date: 31/10/2021**

Mr. Varun Kumar M V  
3rd Cross'C' Block Vidyanagara,  
Ghps School,  
Harihara-577601,  
Karnataka.  
Tel# 91-8095409755

Dear Varun Kumar M V,

**Sub: Letter of Offer**

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Engineering & Industrial Services and Internet of Things (EIS & IOT)** Unit, which is subject to change as per the business requirements of TCSL.

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

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

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

**TCS Confidential**  
**TCSL/DT20218208718**

1

**TATA CONSULTANCY SERVICES**

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India  
Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: [www.tcs.com](http://www.tcs.com)  
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)



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

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

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

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

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

#### **2. Leave Travel Allowance**

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

#### **3. Food Card**

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



## **PERFORMANCE PAY**

### **Monthly Performance Pay**

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

### **Quarterly Variable Allowance**

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

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

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

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

## **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

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

## **OTHER BENEFITS**

### **Health Insurance Scheme**

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

HIS offers the following benefits:



## 1. Basic Cover

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

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

## 2. Higher Hospitalisation

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

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

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

## Maternity Leave

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

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

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

## Loans

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

## Professional Memberships

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





## **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. Training Period**

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

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

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

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

### **4. Working Hours**

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

### **5. Mobility**

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

### **6. Compensation Structure / Salary components**

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

### **7. Increments and Promotions**

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

### **8. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a



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

## **9. Confidentiality Agreement**

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

## **10. Service Agreement**

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

## **11. Work in SBWS mode**

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

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

## **12. Overseas International Assignment Agreement**

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



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

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

### **13. Terms and Conditions**

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

### **14. TATA Code of Conduct**

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

### **15. Notice Period**

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

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

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

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

### **16. Retirement**

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

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

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



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

### 18. Employment of Non Indian Citizens

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

### 19. Background Check

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

### 20. Submission of Documents

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

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

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



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

## 21. TCS Xperience Program

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

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

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

## 22. Letter of Appointment

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

## 23. Rules and Regulations of the Company

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



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

#### **24. Compliance to all clauses**

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

#### **25. Data Privacy Clause:**

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

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

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

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

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

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



### **Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

**For TATA Consultancy Services Limited**

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



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





**GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Varun Kumar M V</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Others</b>

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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



## Annexure 2

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



## **Confidentiality and IP Terms and Conditions**

### **1. Confidential Information**

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

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

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

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

(d) Customer and prospective customer lists, and

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



## **2. Associate's Obligations**

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

## **3. Intellectual Property Rights**

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **9. No License**

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



## 10. Equitable Rights

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

## 11. General

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

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

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

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



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

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



# NETNEX

Netnex Global Pvt. Ltd.

Samrah Plaza, 2 Floor, St Marks Rd,

Bengaluru, Karnataka 560001

**Subject: Confirmation of Offer for the designation of Executive - Delegate Acquisition**

Dear Vijetha,

Appropos our discussions & communication, we are pleased to offer you the designation of **Executive-Delegate Acquisition** at Netnex Global Pvt. Ltd., based out of our Bangalore office at an annual CTC of **Rs. 2,64,000/- (Rupees Two Lakh Sixty Four Thousand Only)**.

You are required to revert with a confirmation of the agreed **Date-of-Joining (DoJ)**; a more detailed **Offer Letter** will follow **a week prior to DoJ**; you are requested to thoroughly peruse the same and revert with a signed copy, indicating your acceptance of the offer; please feel free to revert if any clarifications are required.

Based on the Job Description and discussions with the appropriate Hiring manager, a detailed **Letter-of-ApPOINTment (LoA)** will be follow **post DoJ**.

We look forward to a mutually beneficial association in your journey towards fulfilling your potential!

Sincerely,



Shreyas Shrinivas

Director

Netnex Global Pvt Ltd.